

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
Back Office System DOT -RFP 2015-068  
NHDOT Final Responses 1-22-15

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
1	GENERAL	Change in Law	<p>The contract is potentially a long term contract (14 years inclusive of extensions). However, it does not offer any protection in case of detrimental or discriminatory change in law. We would expect some protection or risk sharing so that the Contractor does not face a situation where it is to perform a contract detrimental to its reasonable commercial interests for reasons beyond its control. Could you please advise and clarify?</p> <p>Would NHDOT consider amending the RFP and contract as follows: Add to Appendix H.6.1 at end - <i>In the event of a change in law, regulation or technical standard after the effective date of this agreement, that substantially affects the Contractor's development and implementation or operational costs, the Contractor shall be entitled to request a Change Order in accordance with Appendix H-25.6.</i></p>	<p>The NHDOT will not be considering or making the proposed change. In the event of any change(s) in law which may impact the project scope these would be negotiated between the Contractor and NHDOT at such time as deemed necessary.</p>	1/22/2015	
2	GENERAL	Loss of toll revenues	<p>On various instances, the RFP renders the Contractor liable for loss of toll revenues. Could you please be more specific and explain on which occasions toll revenues will be deemed lost? For instance, certain transactions may be delayed in the toll collection system without causing a loss of toll revenues per se.</p>	<p>Loss of revenue is intended to mean when revenue is unrecoverable due to events or instances such as lost transactions, violation images/data, degradation in system performance or functionality, etc. where revenues cannot be collected.</p> <p>For clarification this does not include events where data or the system encounters a delay in processing so long as the data is recoverable or processed within applicable parameters and guidelines and revenue can be obtained.</p>	1/22/2015	
3	General	Cash Lane	<p>Will NHDOT confirm that Cash lane transactions won't be transferred by the Lane Vendors to the Back Office System? May the proposer discuss enhanced features of the solution including those that would allow the BOS to be the single source accounting for all lanes, including cash?</p>	<p>For clarification the Back Office System will not be required to receive cash transactions from the cash lanes. However to be clear cash lanes may generate ETC transactions and violation transactions (with corresponding images) which will be sent to the Back Office System for processing. The Back Office will receive transactions from any of the lanes through out the system in accordance with the various ICD's referenced in the RFP.</p> <p>The proposer may provide any enhanced functionality it desires. The proposer is urged to indicate if any enhanced functionality is to be delivered as part of the base bid or would be considered an additional cost to the NHDOT.</p>	1/22/2015	

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4	General	DBE/MBE	<b>Question:</b> Is there a DBE requirement or goal for this Contract or NHDOT as a whole?	There is no DBE requirement or goal for the project.	1/22/2015	
5	General	NA	Will the State consider revising the Agreement to include provisions making remedies set forth in the Agreement sole and exclusive?	The NHDOT will not be considering or making the proposed change.	1/22/2015	
6	1.2 / 11	The State reserves the right, at its discretion, to retain other Vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, <b>part or portion of an item, group of items</b> , or total Proposal.	How does NHDOT expect to buy a portion of the Contract below the cost summary level?	It is not the NHDOT's intention to make a partial award. In such event however the NHDOT will negotiate any changes with the preferred Contractor.	1/22/2015	
7	1.2 / 11	Non-Exclusive Contract: Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.	The Vendor offer is valid for the complete scope of works. What are the conditions in the case of a partial award?	See response to #6.	1/22/2015	
8	1.3 / 11	1.3 Contract Term The Contractor's initial term will begin on the Effective Date and extend through six (6) years ("Initial Term") and expire no later than June 30, 2021. The contract term may be extended by three (3) additional three (3) year terms ("Extended Term") at the sole option of the State, . . . .	According to Section 1.3, the maximum duration of the Contract is 15 years, but this does not match the 14-year maximum contract life indicated for Goal 1 under Section 1.5. Please clarify .	Goal1 shall be replaced with the following: "Goal 1 – Back office infrastructure which is sustainable and scalable throughout the full term of the contract including all potential contract extensions"  Please see Addendum #1 for formal clarification.	1/5/2015	Addendum #1 (#1)
9	1.5 / 12	1.5 Project Overview Goal 1 – Procure a hosted back office platform which is sustainable and scalable for a minimum of 14 years (the maximum life of this contract)			1/5/2015	Addendum #1 (#1)

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10	1.3 "Contract Term" /p11	"Time is of the essence in the performance of a Contractor's obligations under the Contract."	Will the State consider the elimination of the "time is of the essence" requirement herein and elsewhere in the contract?	The NHDOT will not be considering or making the proposed change.	1/22/2015	
11	1.2 / 11	id. / ibid.	Please clarify how NHDOT will award a portion of the Contract below the Cost Summary level.	See response to #6.	1/22/2015	
12	2 Schedule /13	Inquiry Period	We respectfully request that NHDOT extend the inquiry period.	The NHDOT unfortunately will not be extending the inquiry period.	1/22/2015	
13	Sec 2 pg 13	Schedule of Events	Please extend the proposal due date until March 11, 2015	The NHDOT unfortunately will not be extending the proposal due date.	1/22/2015	
14	Sec 2 pg 13	Schedule of Events	To allow proposers to seek clarification of NHDOT's responses to the initial inquiries, will NHDOT please allow for a second round of questions and answers?	See response to #12	1/22/2015	
15	Sec 3.3 pg 15	Deliverables and Payment Schedule	Please confirm the payment schedule is specific to the total of sheets 2 and 3 of the price proposal.	That is correct.	1/22/2015	
16	Sec 3.3 pg 13	Deliverables and Payment Schedule	The contractor will have significant capital outlay in the lease and buildout of the CSC facility and walk-in centers (even a preexisting CSC facility will require expansion). Will NHDOT please include payment items for these activities?	There will not be any change made to the price sheet. The Contractor shall utilize the cost items as stated in Sheet 2 for deployment related costs and Sheet 3 for walk-in-center deployment costs.	1/22/2015	
17	3.3 / pg. 15	<b>Table 1: Deliverable Price Allocation</b> , Item #1: Notice to Proceed/Performance Bond	Please confirm that the performance bond is due after the Contract Effective Date.	The Performance Bond is due within 10 Days of Notice of Intent to Award. See Appendix C-H 25.9.18. Please see Addendum #1 for formal clarification on the payment and deliverables table where the Performance Bond reference has been removed.	1/22/2015	Addendum #1 (#2)
18	4.1 / 16	"Error! Reference source not found."	Is the correct reference "Section 2 - Schedule of Events, page 13"?	Yes. The correct reference is Section 2 - Schedule of Events. Please see Addendum #1 for formal clarification.	1/22/2015	Addendum #1 (#3)
19	Sec 4.9 pg 19	Property of the State	This section indicates that the State will own all proposals submitted in response to the RFP and the information therein can be used by the State. As the proposals will likely contain information that is proprietary and in many cases preexisting intellectual property, and given that there is no stipend being offered, will NHDOT please delete this provision or modify it such that items deemed by the bidder to be confidential are carved out of the requirement?	Section 4.9 shall be replaced to reflect the following:  Regardless of the Vendor selected, the State reserves the right to use any information presented in a Proposal unless such material has been marked as "Proprietary and Confidential" or "Trade Secret" by the Vendor in accordance with the State requirements set forth in Appendix H General Standards and Requirements herein.  Please see Addendum #1 for formal clarification.	1/22/2015	Addendum #1 (#4)
20	4.17 / 21	"Exceptions for paper and font size are permissible for: graphical exhibits ..."	May a smaller font be used for tables?	Yes	1/22/2015	

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21	4.18 / 21	Page Limit	<p>We respectfully request that NHDOT increase the number of pages to 150 in order to properly respond to the requirements. Exhibit D alone has approximately 180 requirements, many of which need detailed responses. It will be difficult to provide the responses NHDOT requires given the current page limitation and format restrictions.</p>	<p>The page limit total will remain at 75 pages. However please note the following:</p> <p>Resumes - No longer subject to individual page limits and will not be included towards the page count.</p> <p>Compliance Matrix - The Compliance Matrix (Form 6, Section III of the proposal) will not be subject to the page limit count. Also the Compliance Matrix may be formatted by the proposer to allow greater flexibility in providing comments to individual items. The Compliance Matrix may be expanded in page length to accomodate any such comments. Proposers are encouraged to provide comments if needed and may expand the comment cells to accomodate additional comment text.</p>	1/22/2015	
22	<p>4.18 "Proposal Organization" /p21</p> <p>and</p> <p>Appendix D-1 "Project Delivery Approach" / p190</p>	<p>(4.18) "Technical Proposal Page Limit Applicability (table)"</p> <p>and</p> <p>(D-1; 2nd paragraph): "Provide a comprehensive Transition Plan and Implementation Schedule."</p>	<p>(4.18) The table (p22) states that Proposal Section X: Appendices, Attachment B should include a "Preliminary Project Schedule" which is excluded from the page count.</p> <p>Appendix D-1 requests an "Implementation Schedule" as part of the mandatory narrative response which would appear to be included in the page count.</p> <p><b>Question a:</b> Will NHDOT please clarify the difference between the "Preliminary Project Schedule" and the "Implementation Schedule"?</p> <p><b>Question b:</b> If the "Implementation Schedule" is different from the "Preliminary Project Schedule", should it also be included in the Section X: Appendices; and as such will not be included in the 75-page limitation?</p> <p><b>Question c:</b> Is it the intent of NHDOT for Proposers to include the comprehensive "Transition Plan" in the Appendices with the other charts, schedules, reports, etc?</p>	<p>Question A: The "Preliminary Project Schedule" and the "Implementation Schedule" shall be considered the same thing.</p> <p>Question B: The schedule shall still be submitted and referenced as Attachment B and will not be included in the page count limit. Appendix D narratives may reference the schedule.</p> <p>Question C: It is the intention for proposers to provide in adequate detail their proposed approach in transitioning from the current system to the new back office system. This shall be presented in the narrative response(s). A separate Transition Plan is not to be submitted as an Appendix.</p> <p>Further the proposer is encouraged to identify items or components which may have the potential of being delivered post go-live.</p>	1/22/2015	

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23	4.18 "Proposal Organization" /p21 and 4.19.6 Section III: "Responses to System Requirements and Deliverables" /p23	(4.18) "Technical Proposal Page Limit Applicability table" and (4.19.6) "All Proposers shall be required to complete and submit the Compliance Matrix, included in APPENDIX I: FORMS, Form 6: Compliance Matrix, which covers all requirements of APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES."	<p>In reference to 4.18 "Technical Proposal Page Limit Applicability (table)" , all forms are to be provided in Section VII: "Forms" and do not count towards the 75-page limitation.</p> <p>This table also states that Proposal Section III: "Responses to Requirements and Deliverables" is part of the 75-page count. However, in reference to 4.19.6, Proposal Section III is to include the completed "Form 6 - Compliance Matrix" .</p> <p>The indication is that if the system or operations exceeds a requirement or is not compliant with some aspect of a requirement a comment should be provided. Because of the format of the compliance matrix, adding a few sentences in the cell "Contractor Comments" significantly increases the page count of the matrix.</p> <p><b>Question:</b> Will NHDOT please confirm that "Form 6 - Compliance Matrix" is NOT part of the 75-page limitation?</p>	See Response to Item #21.	1/22/2015	
24	4.18 / 22	Proposal Organization: * Page Limit application	Please confirm if the 75 page limit applies to Sections I, III, IV, V & VI, <b>combined</b> (all together), since there are no page limits specified for <u>each</u> of these Sections?	Correct - The page limit applies to all combined referenced sections which are indicated as part of the page limit count. There are no specific page limits for each section. Please see Addendum #1 for formal clarification.	1/5/2015	Addendum #1 (#5)
25	4.18 / 22	Proposal Organization: * Page Limit application	Would NHDOT please consider excluding from the 75-Page count, the Page Limit on Project Manager and Key Contractor Staff resumes?	Resumes for Key Staff will not be included in the page limit count.	1/5/2015	Addendum #1 (#5)
26	4.18 / 22	Proposal Organization: * Page Limit application	Will NHDOT exclude the Key Contractor Staff resumes from the 75-Page count limit?	Please see Addendum #1 for formal clarification.		
27	4.19.2 Proposal Transmittal Letter / pg. 23 and Form 5: Proposal Transmittal Letter	<b>4.19.2 Proposal Transmittal Letter</b>	Please clarify where the State would like Form 5: Proposal Transmittal Letter. Up front in our proposal (behind the Cover Page) or within Section VII: Forms.	The Transmittal Letter shall be included at the beginning of the proposal.	1/22/2015	
28	Sec 4.19.6 pg 23	Section III: Responses to System Requirements and Deliverables	This section indicates that the State may reject exceptions noted in the proposers compliance matrix. If a proposer took exception to a requirement, it is likely excluded from the bid price. Please explain how the contractor is to be compensated for the extra work that may be required to satisfy the requirement if the State has rejected the exception.	<p>In the event there is an exception it shall be noted in the compliance matrix. Proposers are encouraged to provide explanations to exceptions and or additional clarifications as comments within the Compliance Matrix.</p> <p>All requirements are part of the contract and should be included in the base bid. NHDOT reserves the right to score proposals accordingly when requirements can't be met which could result in scores below minimum technical score.</p>	1/22/2015	
29	4.19.6 / 23 and Form 6 Compliance Matrix	Confirming requirement	Please confirm that the anticipated response for proposal Section III is the completed Form 6 - Compliance Matrix and not a narrative response.	See Response to Item #21.	1/22/2015	

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30	Form 6 Compliance Matrix	Confirming requirement	The are requirements to which the required columns of Existing Functionality and/or Configurability do not apply -- such as some operational functions. How does NHDOT wish the Functionality/ Configurability columns to be completed for these requirements?	Please use an "N/A" (not applicable).	1/22/2015	
31	Form 6 / pg. 23	RFP Form 6: Compliance Matrix	The table headings in Form 6: Compliance Matrix, spans two pages with the "Contractor Comments" heading on the second page. Will the State allow responders to re-format the form so that the heading "Contractor Comments" prints on the first page? This would enhance clarity of information and reduce the form (not filled out) from being 10 pages down to 5 pages.	See Response to Item #21.	1/22/2015	
32	4.19.11 "Section VIII: Price Proposal" /p24	Entire section	Will the State consider clarifying that the State is allowed to consider proposals and enter into negotiations with bidders whose proposals include clarifications and assumptions to the terms of the RFP?	The State does reserve the right to consider proposals which may include clarifications and assumptions included in contractor's proposal. <b>However there shall not be any clarifications, exceptions, assumptions or any other narrative included in the price proposal.</b> The NHDOT reserves the right to reject any and all clarifications, exceptions, assumptions, etc submitted with the price proposal.	1/22/2015	
33	Section 5.4.3 "Scoring of Back Office Services and Operations Approach" p29  Appendix D: Topics for Mandatory Narrative Responses p190	Section 5.4.3. Items a-k  Section in its entirety	Section 5.4.3 provides specific criteria upon which evaluators will score bidders on their Services and Operations Approach. However, Appendix D highlights the specific information requests and questions bidders are to respond to. The questions outlined in Appendix D are almost entirely system specific, and there is no clear mapping between this section and the evaluation criteria.  <b>Question:</b> Will the NHDOT please clarify where bidders should include narratives that fulfill the evaluation criteria in Section 5.4.3?	The current narratives were intended to cover these aspects of the proposal responses. It is the expectation and intention that review of the full proposal will be taken into consideration when evaluating and scoring the Technical Score. However in consideration of the request an additional narrative item related to operations is being provided as Appendix D-12.  Please see Addendum #1 for formal clarification.	1/22/2015	Addendum #1 (#30)
34	Section 5.4.3 "Scoring of Back Office Services and Operations Approach" p30	Item k - Evaluating the BOS versatility in providing ...	Item K seems to be specific to system functionality and not to operations.  <b>Question:</b> Will the NHDOT please clarify how this evaluation criteria will be used to evaluate the operations?  or  Will the NHDOT please move the criteria to section 5.4.2 "Scoring of Back Office System Design and Technical Approach?"	Item K shall be deleted from Section 5.4.3 and inserted under Section 5.4.2.  Please see Addendum #1 for formal clarification.	1/22/2015	Addendum #1 (#7)
35	5.4.4" Scoring of Firm Qualifications, Project Team, Capabilities and References"/p30	c. "Local presence of Key Contractor personnel to the project."	If the BOS and operations is a hosted solution and delivered from an off site location, please confirm that the local presence requirement means local to the location of the system and/or operation as applicable to the specific key position.	This is correct. The intent is to evaluate the physical presence and location of Key Staff both during development and operations.	1/22/2015	

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36	Section 5.4.5 Scoring of Implementation, Transition and Delivery Approach p31  Appendix D: Topics for Mandatory Narrative Responses p190-200	Item c - Contractors shall present a feasible and comprehensive Project Management Plan...  Entire Appendix	Section 5.4.5 indicates that bidders will be evaluated based upon their Project Management Plan as described in item c sub items i. - iv. However, in Appendix D which describes the information requests and questions bidders must respond to in their narrative, the only mention of the Project Management Plan is on page 199 and is in the context of post award.  <b>Question a:</b> Will the NHDOT please clarify whether a Project Management Plan is required and if so in which specific proposal section the Project Management Plan should be included?  <b>Question b:</b> Does the Project Management Plan count toward the 75 page limitation?	Section 5.4.5, Item C shall be revised to replace "Project Management Plan" with "project approach". A Project Management Plan is not required with the proposal.  Please see Addendum #1 for formal clarification.	1/22/2015	Addendum #1 (#8)
37	5.4.6 / 31	Calculation of the Price Proposal Score The State will consider and score separately the costs of both the Back Office Implementation Phase and the Back Office Operations Phase where each will be allowed a total 15 points for a maximum of 30 points. The basis for the Price Proposal evaluation will be the Total price of both the Implementation Phase and the Operations Phase as indicated in the Proposal Price Form Sheet #1. Pass through and optional costs items will not be part of the scoring.	The incumbent will have a cost advantage with respect to transition costs such as call center setup, data migration, host computer setup, IAG reciprocity testing etc. Will NHDOT disregard this transition cost advantage when conducting its price scoring to permit a level playing field?	The NHDOT must respectfully decline this request for modification.	1/22/2015	
38	A-1.1.2. / 35-36	Existing Lane System Description	What make and model of cameras are used on the Xerox TCS Lanes and the Telvent ORT Lanes?	<p>Xerox Lane Camera:</p> <ul style="list-style-type: none"> <li>JAI VISCAM 350 VES Camera system, with JAI IR- trigger Module. Color camera TSC-1327EN <ul style="list-style-type: none"> <li>Digital Resolution:1392 X 1040 MP</li> <li>Image Size: <b>Avg. 300 Kb</b></li> </ul> </li> </ul> <p>Telvent Lane Cameras:</p> <p>Hampton:</p> <ul style="list-style-type: none"> <li>JAI Pulnix Cam_TS2030BW, HD Wide Angle <ul style="list-style-type: none"> <li>Digital Resolution: 1920 X 512 MP</li> <li>Image Size: <b>Avg. 210 Kb</b></li> </ul> </li> </ul> <p>Hooksett:</p> <ul style="list-style-type: none"> <li>JAI Pulnix Cam_TS-4032EN, HD Wide Angle <ul style="list-style-type: none"> <li>Digital Resolution: 2048 X 1628 MP</li> <li>Image Size: <b>Avg. 210 Kb</b></li> </ul> </li> </ul>	1/5/2015 1/22/15	
39	A-1.1.2. / 35-36	Existing Lane System Description	What are the camera types used (IR, color, b&w) and what resolution and image size do they produce?			
40	A.1.1.2. / 35-36	Existing Lane Descriptions	What are make, model and type (B/W, Color, IR) of cameras used on the Xerox Lanes and the Telvent Lanes?			

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41	Sec A-1.1.4 pg 36	NHDOT Statistics	Bidders typically rely on the historical data from a number of years to establish the trends needed to forecast growth over the life of the contract. This section provides only information for 2013. The incumbent contractor will have access to many years worth of historical information. To allow bidders to more accurately predict future growth and to ensure a level playing field, will NHDOT please provide historical data for at least the past 3 years (preferably 5 years)?	The past five years of historical operations data has been provided as under Addendum #1 as Exhibit 13.	1/22/2015	Addendum #1 (#47)
42	B-4 / 41	Proposed Project Team & Key Staff: * Previous E-ZPass Group Experience requirement	Can any other interoperability experience satisfy this requirement (which appears to be its essence)? Would NHDOT consider allowing experiences similar to E-ZPass, such as from organizations like SunPass, Team Texas and CTOC, for such proposed project team staff?	The Software Manager and the Operations Manager will not be required to have specific E-ZPass experience however it is preferred. They shall possess equivalent experiences within the electronic tolling industry in the US. The Project Manager shall still be required to meet the qualifications as stated including E-ZPass Experience.  Please see Addendum #1 for formal clarification.	1/5/2015	Addendum #1 (#9 & #10)
43	B-4 / 41	Proposed Project Team & Key Staff: * Previous E-ZPass Group Experience requirement	Will NHDOT consider removing the word "E-ZPass Group" and inserting "interoperability"? This will allow a wider pool of applicants for the key staff who may be even better qualified than personnel with E-ZPass experience.			
44	B-4 / 42	Proposed Project Team & Key Staff: * Finance Manager: Licensed Certified Public Accountant (CPA), and shall maintain their CPA license for the duration of the project	Will NHDOT consider other equivalent accounting/financial designations for this requirement, such as: Chartered Accountant, Certified General Accountant, or Certified Management Accountant?	The NHDOT will accept other equivalent accounting/financial designations. The Contractor shall clearly indicate in their proposal which designation or credential is being used.  Please see Addendum #1 for formal clarification.	1/5/2015	Addendum #1 (#11)
45	B-4 / 42	Proposed Project Team & Key Staff: * Finance Manager: Licensed Certified Public Accountant (CPA), and shall maintain their CPA license for the duration of the project	Would NHDOT consider equivalent accounting/financial designations for this requirement, such as: Chartered Accountant, Certified General Accountant, or Certified Management Accountant?			
46	C-1.2 / 44	3. Walk-In Center(s) Letter (c). NHDOT should have the option to assume staffing responsibility	There is no optional price in the pricing sheet: what will be the conditions of the take-over by NHDOT?	Per Appendix C-1.4.3.1 NHDOT WIC Staffing, the NHDOT will provide a 6 Month notice of any WIC staffing takeover at which point reimbursement for WIC operations (per price sheets) would no longer be provided to the Contractor.	1/5/2015	
47	C-1.2 / pg. 44	<b>C-1.2 Location of Services, Operations and Systems</b>	Will the NHDOT please confirm that the location for the Call Center must be within the U.S., similar to the Back Office System requirement.	Yes. The Call Center must be located within the U.S.	1/22/2015	



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48	Appendix C-1.2 / 44	<b>Location of Services, Operations and Systems</b> 1. Back Office System(s): a. In-State or Out-of-State. Must be within the U.S.	Would the State consider amending the RFP and contract to allow Back Office Systems operations to be located within the U.S. or Canada?	The Call Center must be located within the U.S.	1/22/2015	
49	Appendix C-1.2 / 44	<b>Location of Services, Operations and Systems</b> 3. Walk-in Center(s)	Will NHDOT please provide the total floor area (sq. ft.) and physical layout of each existing walk-in center?	Please see Exhibit 16 provided with Addendum #1.	1/22/2015	Addendum #1 (#47)
50	C-1.2 pg 44	#3 Walk-in Centers item c.	In the event NHDOT elects to assume staffing responsibility for the WIC's, please clarify if:  1. NHDOT will assume all costs related to the operations of the WIC (ie. supplies, equipment repair/replacement, etc) 2. Accept assignment of any leases the contractor holds with respect to any WIC.	Yes this is correct.	1/22/2015	
51	C-1.2 / 44-45	4. Image Review & Video/Violation Processing Letter (b). NHDOT shall have the option to take over/assume any portion of image review	There is no optional price in the pricing sheet: what will be the conditions of the take-over by NHDOT?	No change in price at this time as NHDOT is not prepared to exercise this option. If a change was put in place the price would be negotiated at that time.	1/5/2015	
52	C-1.3.1 Customer Account Management / 47	The System shall retain and use legacy account numbers, PINs, usernames, and passwords for existing accounts after conversion.	Please define the existing rules for the assignment of legacy data (e.g., account numbers, etc.)	Account #'s - character count: 8; Password must have 8 characters, no more than 12, contain an upper case and lower case alphabetic character and at least one symbol or number. User Name: 6 to 20 characters (you may use letters, numbers and underscores). PIN: 4 digit number	1/5/2015	
53	C-1.3.1.1 / 47	Pre-printed applications	Please provide the types and estimated annual number of printed customer materials the Contractor must provide.	This is not currently tracked and cannot be provided.	1/22/2015	
54	C-1.3.1.1.4 #2.c final bullet / 51	Pre-paid vs. post-paid	Should this final bullet read "Post-Paid" rather than "Pre-Paid" as it is in the Post-Paid License Plate Account Section.	Yes this is correct.  Please see Addendum #1 for formal clarification.	1/22/2015	Addendum #1 (#12)
55	Sec C-1.3.1.1.4	Account Types Item 2. License Plate Accounts (Pre-Paid and Post-Paid	Question a: Will NHDOT please provide a breakdown of quantities of the different types of license plate accounts?  Question b: Will NHDOT please provide transaction information by month for the different types of license plate accounts?	Question A: Please see Exhibit 21 provided with Addendum #1.  Question B: The current pre-paid license plate account program is fairly new. There are currently just over 300 accounts maintained.	1/22/2015	Addendum #1 (#47)
56	C-1.3.1.2.5 / pg. 60	<b>C-1.3.1.2.5 Manual Replenishment</b> ...The System shall allow an account holder to check their account balance on the Web, by phone, walk-in Center Mobile application and by IVR.	Please confirm that there should be a "comma" between the words "walk-in center" and "Mobile application."	Yes.	1/22/2015	
57	C-1.3.1.2.10 / 65	Issues Resolution Group	Please provide the estimated monthly or annual customer issues that must be escalated/resolved.	This currently is not tracked and unfortunately cannot be provided.	1/22/2015	

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58	C-1.3.1.2.13 / 66	Refunds	1. This section states that certain refunds will be issued by the Contractor by check. As all funds are transferred to NHDOT-designated bank accounts, will the Contractor have access to an NHDOT account to issue these refunds? 2. Please provide the estimated number of monthly or annual check refunds.	Question 1: Yes, the contractor will become an authorized signer on a NHDOT account dedicated for issuance of refunds. A monthly report on checks issued shall be sent to NHDOT. Question 2: 200 per month, on average.	1/22/2015	
59	Sec C-1.3.1.2.13	Refunds	This section states the Contractor is responsible for issuance of refunds. Will the NHDOT please provide further clarification as to the refund process? i.e. does the Contractor cut a refund check from it's own account or from the NHDOT account, or is there a check request process through the NHDOT?	The contractor will become an authorized signer on a NHDOT account dedicated for issuance of refunds. A monthly report on checks issued shall be sent to NHDOT.	1/22/2015	
60	Sec C-1.3.1.4	Outgoing Customer Communications	The first sentence indicates that Contractor shall employ, among other things, manual CSR initiated phone calls. Will the NHDOT please provide historical statistics for CSR initiated outgoing calls?	This currently is not being tracked and unfortunately cannot be provided	1/22/2015	
61	Sec C-1.3.5	Transponder Management	Understanding the NHDOT will procure transponders based upon Contractor inventory level and forecasts, will NHDOT also procure: a. Mylar bags? b. Mounting strips? c. Mounting instructions?	No. This shall be provided by the Contractor and included within the monthly operational costs (not as a pass through).	1/22/2015	
62	Appendix C-1.3.1.5 / 71 Appendix J - Exhibits	<b>Account Statements</b>  <b>Invoice statement samples</b>	Will NHDOT please confirm if the logo is the only item in color on the account statement (invoice)? If there are other colors used, will NHDOT please specify?	Currently all logos are printed in black and white.	1/22/2015	
63	Appendix C-1.3.3 / 73	<b>Image Review and Processing</b> Currently images from the ORT system do not contain OCR values. Images from the TCS may contain OCR data and corresponding confidence levels.	Will NHDOT please confirm if an OCR engine is used at present? If so, please provide the % and volume (number) of postings. What is the accuracy of this OCR?	Currently there is no OCR engine employed for either the ORT lanes or the conventional lanes. However NHDOT is in the processing of implementing an OCR engine for the Xerox conventional lane system. There are no immediate plans to implement OCR for the ORT lanes however NHDOT may choose to do so in the future.	1/22/2015	
64	C-1.3.3 Image Review and Processing / 75	The System shall receive and reconcile images from both the ORT and Conventional TCS according to the lane system ICD's.	What is the number of images per vehicle transaction do the ORT and Conventional TCS provide? What are the image storage requirements? What is the maximum number of images received per day should the Back Office System process?	1) The number of retained images per transaction typically include one front and one rear image. 2) Image retention shall remain in effect for all images until such time corresponding violation/invoice has been paid/resolved. Please refer to Appendix C-1.5.3.6 Data Backup and Data Retention. 3) Provided as attached are several reports detailing recent historical operational statistics. - Nov 2014 Monthly Ops Reports - WIC Analysis FY 2014 - WIC Analysis FY 2015  These will also be included as an additional RFP Exhibit 12 & 13 with Addendum #1.	1/5/2015	Addendum #1 (#47)

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
65	C-1.3.3 / 75	<b>Image Review and Processing</b> The System shall receive and reconcile images from both the ORT and Conventional TCS according to the lane system ICD's.	Can NHDOT please provide the volume of video images expected and the breakdown of images between ORT and Conventional TCS?	<p>Provided as attached are several reports detailing recent historical operational statistics.</p> <ul style="list-style-type: none"> <li>- Nov 2014 Monthly Ops Reports</li> <li>- WIC Analysis FY 2014</li> <li>- WIC Analysis FY 2015</li> </ul> <p>These will also be included as an additional RFP Exhibit 12 &amp; 13 with Addendum #1.</p>	1/5/2015	Addendum #1 (#47)
66	C-1.3.3 Image Review and Processing / 77	The System shall store images in their native format (as received) as well as any OCR information provided by the facilities.	Please define the two different roadside (Xerox, Telvent) image characteristics delivered (size, compression rate, format, encryption if any).	<p>Xerox Lane Camera:</p> <ul style="list-style-type: none"> <li>• JAI VISCAM 350 VES Camera system, with JAI IR- trigger Module.</li> <li>Color camera TSC-1327EN</li> <li>• Digital Resolution:1392 X 1040 MP</li> <li>• Image Size: <b>Avg. 300 Kb</b></li> </ul> <p>Telvent Lane Cameras:</p> <p>Hampton:</p> <ul style="list-style-type: none"> <li>• JAI Pulnix Cam_TS2030BW, HD Wide Angle</li> <li>• Digital Resolution: 1920 X 512 MP</li> <li>• Image Size: <b>Avg. 210 Kb</b></li> </ul> <p>Hooksett:</p> <ul style="list-style-type: none"> <li>• JAI Pulnix Cam_TS-4032EN, HD Wide Angle</li> <li>• Digital Resolution: 2048 X 1628 MP</li> <li>• Image Size: <b>Avg. 210 Kb</b></li> </ul>	1/5/2015 1/22/15	
67	C-1.3.3.1 / 77	NHDOT Staff Image Review: The NHDOT may choose to take over the responsibility of providing human review of images. NHDOT may assume full responsibility of the image review or may provide staff to supplement the Contractor's image review process.	There is no optional price in the pricing sheet: what will be the conditions of the take-over by NHDOT?	No change in price at this time as NHDOT is not prepared to exercise this option. If a change was put in place the price would be negotiated at that time.	1/5/2015	
68	C.1.3.4.2 / 80	Vehicle Registration Look-up	What arrangements does NHDOT currently have for lookup with the NH DMV or any of the other DMVs mentioned in the RFP? Do you currently pay for any of the results from these states (through your current vendor)? Are any of the results free to NHDOT?	NH DMV look-up is free. Other states, cost to be covered under Operations and Maintenance. No direct cost to NHDOT.	1/5/2015	
69	C-1.3.4.1 / 80	Unpaid Toll Invoice/Violation Noticing Transfers of responsibility shall also accommodate such instances as when rental car companies or car dealerships receive an invoice or violation notice which belongs to the driver of the vehicle.	Does NHDOT have contracts with any of the rental car fleet aggregators (e.g. PlatePass) that need to be considered in the design?	No	1/22/2015	
70	C-1.3.5.4 / 83	Failing transponder customer contact	Please provide the monthly or annual number of these types of contacts.	This currently is not being tracked and unfortunately cannot be provided.	1/22/2015	

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
71	C1.3.5.6 / 83	Transponder Replacement The Contractor shall provide a cost estimate as part of this submittal to perform a complete E-ZPass transponder replacement of the entire inventory, including E-ZPass transponders in circulation.	Can we assume this is to be done as part of an ongoing transponder replacement function to swap out tag with failing batteries?	<p>Yes this is correct, no cost estimate is required.</p> <p>The contractor shall be prepared to be able to do a transponder swap program as noted in the RFP.</p> <p>Related to daily operations and general replacement the process the NHDOT is currently using for transponder replacement as follows:</p> <ol style="list-style-type: none"> <li>1) Query on certain range of transponder, i.e. first 300,000 sold to identify accounts with these transponders</li> <li>2) Query accounts with these transponders that have 10 or more ITOLS in a given month.</li> <li>3) Query sent to NHDOT-Turnpikes</li> <li>4) NHDOT-Turnpikes or Contractor issues letters to these customers requesting that they take their transponders to a WIC to be tested and replaced.</li> <li>5) ITOL query is rerun on same set of transponder for a certain period afterwards, ie. 45 days.</li> <li>6) Follow same steps above and repeat as directed by NHDOT.</li> <li>7) Query to identify how many transponders were replaced.</li> </ol>	1/22/2015	
72	C-1.3.5.6 / pg. 83	<b>C-1.3.5.6 E-ZPass Transponder Replacement Program</b> The Contractor shall provide a cost estimate as part of this submittal to perform a complete E-ZPass transponder replacement of the entire inventory, including EZPass transponders in circulation. ...	Where would the State like to see the referenced estimate for transponder replacement, since the estimate isn't included in the RFP Pricing Sheets? What year would the State like the transponder replacements to commence? Will this estimate be part of the State's price evaluation?	This section has been modified under Addendum #1. Pricing for a complete E-ZPass Transponder Replacement Program shall NOT be provided. Please see Addendum #1 for formal clarification.	1/22/2015	Addendum #1 (#15)
73	Sec C-1.3.8.1	E-ZPass On-the-Go Transponder Kit	<p>Question a: Is the Contractor responsible for management and distribution of the transponders and retail packaging? or Is the Contractor responsible for procuring and pricing transponders and retail packaging in addition to management and distribution?</p> <p>If Contractor is responsible for purchasing the transponders and retail packaging, will the NHDOT please provide any available design information, current vendor name and NHDOTs current cost?</p>	The NHDOT will be responsible for placing purchase order and paying Kapsch for transponders and retail kits. The contractor will be responsible for tracking, reporting to NHDOT and managing transponder inventories	1/22/2015	
74	C-1.3.9.2 #4 / 88	Debit Cards	Please clarify whether NHDOT wishes to accept Debit cards that require a PIN or PIN-less cards at the Walk-In-Centers.	NHDOT will require both PIN and PIN-less debit cards in accordance with PCI requirements.	1/22/2015	

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
75	C-1.3.9.2 #9 / 88	Payment Types	What is "Similar Guarantee Draft"	The item "Similar Guarantee Draft" should be deleted.  Please see Addendum #1 for formal clarification.	1/22/2015	Addendum #1 (#16)
76	Appendix C-1.3.9.3 / 88-89	<b>Credit Card and ACH Processing</b>	Will NHDOT please provide the name of their current credit card processor?	The State of NH has a contract with Bank of America Merchant Services through 6/30/18, however our current Back Office provider uses another processor.	1/22/2015	
77	C-1.3.12 / pg. 95	<b>C-1.3.12 Cash Payment Network and Reload Card</b> ...The Contractor shall be responsible for all fees and processing charges associated with the transfer of funds into the custody of NHDOT. The Contractor shall be responsible for all user fees or other costs not passed directly to the Customer using the Cash Payment Network service.	Please confirm that as identified on the Price Forms, Tab 6, Pass Thrus, that all costs associated with the Cash Payment Network are pass thru.	Pass through costs for the Cash Payment Network are related to on-going operational costs only. Any development and deployment costs are to be considered part of the Contractor's overall deployment cost.	1/22/2015	
78	C-1.3.13.1 / 96	Reconciliations	Can NHDOT clarify if the system has to track and report for daily/monthly reconciliation the Credit Card charges/refunds/charge back by issuer and within each issuer also by locations?	Yes to both.	1/22/2015	
79	C-1.3.14 / 98	Reporting	Can the Authority clarify what is meant with the sentence "Capability shall be provided to manipulate the report data to perform comparative analysis and statistical calculations"? Would the capability to export to Excel all the reports satisfy the requirement?	To clarify report data shall be capable of being saved and or exported to the various formats specified such as PDF, Excel, CSV, HTML, XML.	1/22/2015	
80	C-1.3.14 #12 / 101	Last sentence: "Run Report for Headings"	Please clarify this requirement.	This should be deleted.	1/22/2015	
81	C-1.4.1 / 107	<b>Walk-in Center Operations</b> The Contractor shall ensure that all WIC facilities are ADA compliant, safe and are in code compliance with all local and national building codes.	Are the Portsmouth and Nashua Service Centers (which we are to take over) currently in compliance with ADA and the local and national building codes? If not, which codes are either or both not in compliance with?	The Nashua WIC is ADA compliant. The Portsmouth WIC is understood to be ADA compliant however the NHDOT cannot make any commitment to this and urges the Contractor to make its own verification.	1/5/2015	

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
82	Sec C-1.4.1 pg 107	Walk-in Center Operations	Item B indicates NHDOT prefers that the lease for the Portsmouth Service Center be assumed by the new contractor. To accurately price this aspect of the project bidders will need to understand the terms of the lease and the lease price. Will NHDOT please provide a copy of the lease for bidders review? (at a minimum please provide monthly price, length of term, extension provisions (if any), hand back requirements, and a facility site plan)	Unfortunately NHDOT does not have access to the current lease agreement and cannot be provided.  For further clarification any future lease agreements under this contract shall be provided to NHDOT upon request.	1/22/2015	
83	Sec C-1.4.1 pg 107	Walk-in Center Operations	Item C indicates that NHDOT owns the WIC facility and the Contractor will be granted access to use the facility.  Question a: Will there be any charge to the Contractor for use of the facility for lease, electric, phone, etc?  Question b: Will the NHDOT please provide a floor plan of the space designated as Contractor space?	Question A: NHDOT will not charge any facility/rent fee however the Contractor will be responsible for utility expenses.  Question B: Please see Exhibit 16 provided with Addendum #1.	1/22/2015	
84	Sec C-1.4.1 pg 107	Walk-in Center Operations	The last sentence on the page indicates that Contractor will display, stock and sell NHDOT approved Customer materials and merchandise. Will NHDOT please provide a list of the items and identify whether the items will be paid for by NHDOT?	This is intended to only apply to E-ZPass items already covered under this contract.	1/22/2015	
85	Sec C-1.4.1 pg 108	Walk-in Center Operations	Section indicates that the Contractor will procure all assets on behalf of NHDOT. It also indicates that NHDOT shall retain ownership of all assets at the end of the contract. 1) Will NHDOT please clarify whether equipment, furnishings, must be new or if items in as-new condition are acceptable. 2) Will NHDOT please clarify whether the equipment to be used in any CSC facility located outside of NH must be in new condition? 3) Will NHDOT please clarify if NHDOT will retain ownership of equipment that might be located in facilities outside NH (customer service center workstations for example)?	Question 1: WIC equipment, furnishings, etc shall be new with the exception of Nashua which is already owned by NHDOT and may be reused.  Question 2: Other than the WIC equipment the Contractor shall provide at their own discretion.  Question 3: No. NHDOT does not wish to retain ownership of any equipment other than for the WICs.	1/22/2015	
86	Sec C-1.4.1 pg 108	Walk-in Center Operations	Section indicates that the Contractor will procure all assets on behalf of NHDOT. Will NHDOT please clarify if this means that the Contractor will act as an agent of the NHDOT in making these purchases and, if so, how the costs will be reimbursed to the Contractor? (we believe the NHDOT could recognize cost savings if the Contractor makes the purchases as an agent with the cost being handled as a pass-thru item)	The Contractor shall provide the WIC equipment as part of their lump sum cost to implement the WICs. It shall not be considered a pass through cost item.	1/22/2015	

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
87	C-1.4.1 / pg. 108	<b>C-1.4.1 Walk-In Center Operations</b> ... NHDOT shall retain ownership of all assets at the end of the Contract. ...	Please confirm that on this contract for services, some of which may be located out of-state (i.e. Call Center) that the only WIC assets that NHDOT will own at the end of the contract are those at the State-owned Nashua Service Center. If this is not the case, please explain what assets NHDOT intends to own.	See Response to Item #85.	1/22/2015	
88	C-1.4.1.5 / 109	<b>Daily Reconciliation and Deposit</b> The Contractor shall enter into an agreement with a NHDOT-approved armored service to pick-up daily deposits from all facilities for delivery to NHDOT's bank and deposit into NHDOT-designated accounts.	* Does NHDOT currently utilize an armored deposit pick-up service provider? Can we utilize them as well? * What is NHDOT's designated bank for such deposits?	1 - The NHDOT currently uses Loomis Armored Car services. The Contractor shall utilize this service and will not be required to provide its own separate Armored Car services. 2 - NHDOT's current bank is Citizens Bank.  Please see Addendum #1 for formal clarification.	1/5/2015	Addendum #1 (#18)
89	C-1.4.2.2 / 110	<b>Mail Processing</b> The Contractor shall open, sort and process mail and email as received during the same business day within normal hours of operation.	Since the Customer Service Center operates within specific operating hours, what is the cut-off time for processing (answering) emails for such to be considered within same business day?	To clarify, standard mail and email shall be responded to within 1 business day of receipt.	1/22/2015	
90	Sec C-1.4.2.2	Mail Processing	Depending on the Post Office's delivery schedule it may not be possible for the Contractor to process all mail items during the same business day within normal hours of operation. Will NHDOT please modify the requirement such that the Contractor is allowed 1 Business Day to process these items?	See response to Item #89.	1/22/2015	
91	C-1.4.3 / 111	<b>Staffing</b> The Contractor shall monitor and provide staffing based on actual volumes and level of service requirements.	Can NHDOT please provide current or past year's volume activity and service levels at the Walk-in Centers and Back Office?	Provided as attached are several reports detailing recent historical operational statistics. - Nov 2014 Monthly Ops Reports - WIC Analysis FY 2014 - WIC Analysis FY 2015  These will also be included as an additional RFP Exhibit 12 & 13 with Addendum #1.	1/5/2015	Addendum #1 (#47)

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
92	Sec C-1.4.3.1 pg 112	NHDOT WIC Staffing	<p>This section allows NHDOT to reduce Contractor's compensation if a WIC position remains vacant for more than 3 months. This seems unreasonable given that the Contract compensation model is performance based and that there is no provision granting the Contractor additional compensation if it must employ staff in greater numbers than were bid to meet the requirements.</p> <p>Question a: Will NHDOT please delete the provision?</p> <p>Question b: If not, will the NHDOT consider revising the price construct for the walk-in-center staffing to be unit priced based on an hourly rate by FTE instead of fixed price?</p>	<p>This provision shall be deleted.</p> <p>Please see Addendum #1 for formal clarification.</p>	1/22/2015	Addendum #1 (#19)
93	C-1.4.5 / 114	<b>Website</b> The website shall be responsive so it can be displayed and function properly on various types of Web-enabled devices, including PC's, laptops, tablets, smart phones, etc.	Is the website currently capable of running on all web-enabled devices? Can NHDOT please specify which web-enabled devices apply today?	The website will work on IE, Firefox, chrome and opera browsers on all devices but they are not friendly to mobile or tablet	1/22/2015	
94	C-1.4.3 Staffing / 11	The Contractor shall be responsible for all staffing requirements necessary to support the full operation of the Back Office, Call Center and WIC as described in this RFP	Will NHDOT provide either 1) the number of simultaneous commercial agents operating the back office at the three WICs or 2) the expected number of visits and average visit duration during the peak hour in the three WICs?	<p>Provided as attached are several reports detailing recent historical operational statistics.</p> <ul style="list-style-type: none"> <li>- Nov 2014 Monthly Ops Reports</li> <li>- WIC Analysis FY 2014</li> <li>- WIC Analysis FY 2015</li> </ul> <p>These will also be included as an additional RFP Exhibit 12 &amp; 13 with Addendum #1.</p>	1/5/2015	Addendum #1 (#47)
95	C-1.4.5 Website / 113	The Contractor shall design, develop, implement, manage, and maintain the NH E-ZPass Back Office website.	What browsers shall the NHDOT E-ZPass website support?	The NHDOT E-ZPass website will support Chrome, Internet Explorer, Firefox and Safari. The browsers and versions of browsers in use are constantly changing, the Contractor should assume the need for flexibility and have the ability to adapt as the market changes.	1/5/2015	
96	C-1.4.6 Mobile Application / 116	The mobile application shall be developed at a minimum for devices and corresponding OS's such as <b>iPhone, Android, Blackberry, Windows Mobile, and other similar operating systems.</b>	<p>Should the mobile application be accessible for Smartphone's, tablets, or both?</p> <p>For operating systems, apart from iOS, Android, Blackberry and Windows, which ones should be supported? What mobile Windows OS are required? Specifically Windows Phone (for Smartphone's) and/or Windows 8 (tablets) and/or Windows Mobile?</p> <p>Due to the diversity of operating systems, will NHDOT approve the implementation of a hybrid application rather than a native application for each device?</p>	<p>The Mobile Application shall be accessible at a minimum for Smartphone's. At a minimum the following Smartphone OS's shall be supported:</p> <ul style="list-style-type: none"> <li>- Android v 4.2 and greater</li> <li>- iOS version 7 and greater</li> </ul> <p>A 'hybrid' or OS-agnostic application may be proposed in addition to the above required OS however the acceptance or approval shall be subject to NHDOT review and approval.</p> <p>The RFP language will be formally modified in Addendum #1.</p>	1/5/2015	Addendum #1 (#20)



Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
97	C-1.4.6 Mobile Application / 116	At a minimum the <u>mobile application</u> shall support standard functionality as would be experienced on the website including, but not limited to, account status, balance, recent transaction history, ability to authorize payment, 7 Day To Pay payment, Invoice/Violation payment, pay by picture (photo of license plate), etc.	For clarity, does NHDOT require the mobile application to function the same as the website? It is unclear what the term "standard functionality" means. If the mobile application does not provide the full functionality that the website provides then it is unclear what additional functionality will exist on the website that is not available to the mobile application.	The Mobile Application is not required to replicate the website. However the RFP is specific throughout the document as to where functionality must be achievable via the Mobile Application. The Vendor is strongly urged to carefully read the RFP for these requirements.	1/5/2015	
98	Appendix C-1.4.9 /117	<b>Annual SOC 1 Report</b> The Contractor shall employ an authorized independent auditor to conduct a service audit in compliance with Statement on Standards for Attestation Engagements 16 (SSAE 16). The SSAE 16 audit shall be completed and a Service Organizations Controls (SOC 1) Report provided to NHDOT by August 1st of the first fiscal year of operations and each subsequent fiscal year of operations.	Will NHDOT please clarify which SSAE 16 audit report is required -- Type 1 or Type II?	A Type I report will be required.	1/22/2015	
99	C-1.4.9 pg 117	Annual SOC 1 Report	Is the first audit report due on August 1st after the first full year of operations?  Suggestion: NHDOT may wish to leave the date open and make the requirement 12 months after first day of operations and every 12 months thereafter. SSAE16 audits typically cover a minimum of 6-12 months.	The first report shall be due by August 1st of the first fiscal year. In this case it is expected this would be August 1, 2017. The SSAE 16 audit and corresponding report shall be due August 1st, annually for each subsequent year of operations.	1/22/2015	
100	C-1.5.3.1 pg 119	Data Center Hosting Requirements  The Contractor shall ensure the BOS Host System and supporting data center resources are sized appropriately to meet operational and tolling facility growth projections for the next ten (10) years.	Will NHDOT please provide their current 10 year traffic growth projection?	Provided under Addendum #1 is Exhibit 21 which contains forecasted traffic and revenue through FY 2024.  Note: In mid-July 2014 (FY15) the toll was removed from the Bedford Road (Exit 12) ramp, so this T+R will disappear, plus an estimated 10% of the T&R from Exit 11 (because it will shift to the now-free Exit 12).	1/22/2015	Addendum #1 (#47)
101	C-1.5.3.2 / bullet 4 120	The system nor any client browser shall not required the use of JAVA.	Java is a critical element not only to many solutions (including leading BOS systems in the toll industry) but it is an inherent part of many devices in top-tier computer infrastructure devices such as Cisco Routers. We respectfully request that the Department remove this restriction.	This requirement is intended to be for to the client browser. In more specific terms it is related to NHDOT and NH State users within the States IT infrastructure to mitigate and eliminate security and maintenance risks. If the Contractor's solution requires Java it is urged that this is identified and commented on in the compliance matrix.	1/22/2015	
102	C-1.5.3.6 Data Backup and Data Retention / 123	5) License Plate images shall be retained online until corresponding Unpaid Toll/Violation transactions are resolved or paid.	What is the required maximum number of live unpaid toll/violation transactions that have a pending payment? What is the average number of images (pictures) per transaction?	Provided as attached is the November 2014 Monthly Statistics Reports.  This will also be included as an additional RFP Exhibit with Addendum #1.	1/5/2015	Addendum #1 (47)

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
103	C-1.5.3.7 / 123	C-1.5.3.7	If a back office cloud solution is proposed, at which point in the procurement process will the requirements be adjusted to reflect the characteristics of a solution that resides in the cloud?	For clarification, the requirements were developed to allow for greater flexibility in how the Contractor may wish to propose a back office system. It is understood that in some cases certain specific requirements may not be directly applicable based on the solution proposed. In such event the Contractor is urged to identify and comment in the Compliance Matrix where such requirements may be impacted or not applicable.	1/22/2015	
104	C-1.5.5 / 126	System Communications and Network Equipment: NHDOT shall be responsible for the network backbone connectivity between the NHDOT lanes, TCS Host and the BOS.	If the BOS will be hosted in a data center outside of New Hampshire, would NHDOT be responsible for the network and transmission costs, or should the Contractor include pricing for the data transmission for the NHDOT host and the Contractor data center?	The Contractor is responsible for the data transmission for the NHDOT host and the Contractor data center, costs should be factored accordingly.	1/5/2015	
105	C-1.5.7 System Accuracy, Reliability, Flexibility and Scalability / 127	System Accuracy, Reliability, Flexibility and Scalability	What is the required maximum number of users of the mobile application?	There is no specific requirement for total concurrent mobile application users. If the Contractor feels there are limitations based on their proposed solution this should be indicated in the proposal.  This being said the goal and requirement is that the System is scalable to adapt to increases in volumes, transaction processing, etc. This includes mobile application users.	1/5/2015	
106	C-1.5.7.2 pg 128	Physical Security and Safety	This section makes the Contractor liable for the safety of all personnel in parking areas. As parking lots are typically considered common areas in lease agreements and often outside of the leasee's control, is the Contractor responsible for anything more than ensuring reasonable common area security requirements are contained in lease agreements?	Correct - The Contractor will be expected to provide reasonable common area security requirements as contained in a typical lease agreement.	1/22/2015	
107	Appendix C-1.5.8.2 / 130	<b>Key Performance Indicators</b> (general)	To which extent the same event may trigger cumulative KPI Non-Compliance Points?	Assuming the question is referring to a single event, failure, etc. which impacts multiple KPI's the KPI's shall still be measured, reported and points accrued for each affected KPI. The NHDOT does understand that certain failures or events may have a large impact and will take this into consideration on a case by case basis in such event the NHDOT decides to waive any KPI's due to such event.	1/22/2015	
108	C-1.5.8.2/ Table C- 9 item g / 131	99.9% of all file transfers (i.e. IAG, DMV, ATI (future) etc.) are assembled and transmitted, or received and processed, correctly and on time.	How can the Contractor be held to this KPI as file transfers are dependent on third-party systems? Contractor can only be responsible for processing after receipt of files.	For clarification the KPI is intended to apply to file transfers, processing, etc which are the responsibility of the Contractor whether inbound or outbound. NHDOT understands there may be limits due to third parties for example where files are not ready prepared or made available by the external source.	1/22/2015	

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
109	C-1.5.8.2 "Key Performance Indicators" / p130	"Unless otherwise noted, "days" refers to calendar days.  Entire Table C-10	<p>To avoid numerous repetitive requests for changes to calendar days vs business days, we would like to ask for a blanket change to the day vs calendar day statement regarding table C-10. The primary reason for this requested change is in an effort to minimize needless NHDOT expenditures. For example, any requirement that is less than 5 business days will be impacted by Sunday and any holidays that occur on Monday. Many functions (outside of the call center which has required operating hours on Saturday) can be performed during normal Monday - Friday operating hours. In order to comply with a one calendar day performance requirement, staff presence would be required 7 days per week 365 days per year. Over the course of a single year, this expense could be significant.</p> <p><b>Question:</b> In recognition of the above, will NHDOT please consider changing the statement "Unless otherwise noted, 'days' refers to calendar days" to read "Unless otherwise noted for KPI requirements of 5 days or less days refers to business days. Unless otherwise noted for KPI requirements of greater than 5 days 'days' refers to calendar days."</p>	<p>The requirement has been changed to indicate that all days shall be considered Business Days unless otherwise noted. Further, in relation to measurement of the KPI's Business Days shall be defined as the CSC Hours of Operation defined in Appendix C-1.4.1.1 Hours of Operation.</p> <p>The RFP language will be formally modified in Addendum #1.</p>	1/22/2015	Addendum #1 (#21)
110	Table C-10: Key Performance Indicators - Operations p132-137	Entire Table C-10	<p>Every operation has high volume periods and low volume periods that must be managed appropriately. In order to ensure fairness in the assessment of KPI non-compliance points, data must be analyzed and averaged over a period of time that accounts for both high and low volume periods. For example in a given month, the operator may answer 99% of calls in the DMV hold queue within 60 seconds well exceeding the requirement. However, heavy volumes on one specific day may lower the average, for that day only, to below the 85% level.</p> <p><b>Question:</b> To the extent that points are not being assessed on a per occurrence basis (such as breach of privacy), will NHDOT please confirm that for all other KPI's in the table, the measurement period for the purposes of non compliance points assessment will be averaged across a calendar month?</p>	<p>This is correct. For those KPI's which are not measured on a per event/occurrence basis shall be measured across the calendar (reporting) month.</p>	1/22/2015	Addendum #1 (#24)
111	Table C-10: Key Performance Indicators - Operations  <b>CUSTOMER SATISFACTION: ITEM G</b> /p133	<p><b>Required Performance</b> 100% of all unpaid transactions are escalated through the invoice and violation process accurately at the point in time as defined by the business rules</p>	<p><b>Question:</b> This seems to be a system requirement. Can NHDOT please clarify the involvement the operations team will have in the invoice and violation escalation process?</p>	<p>This may be considered either a System or Operational KPI depending on the Contractors solution. In either case and regardless of entity or team member the KPI shall still be met.</p>	1/22/2015	

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
112	Table C-10: Key Performance Indicators - Operations  <b>CUSTOMER SERVICE:</b> <b>ITEM C</b> /p133	<b>Required Performance</b> Call abandoned rate less than 2% of total calls	The contractor has no ability to control the action of callers and it would seem unfair to penalize the Contractor for high abandon rates if the Speed of Answer Service Level is being met. Conversely, if the Speed of Answer Metric is not being satisfied and the abandon rate increases as a result, the Contract will already be subject to the assessment of points.  <b>Question:</b> Will NHDOT Please consider removing the Abandon Rate metric from the service level requirements?	This KPI has been removed.  The RFP language will be formally modified in Addendum #1.	1/22/2015	Addendum #1 (#22 & #23)
113	Table C-10: Key Performance Indicators - Operations  <b>IMAGE REVIEW:</b> <b>ITEM A</b> /p133-134	<b>Required Performance</b> 90% of all images identified for manual image review to be processed in <b>1 day</b> of the transaction transmitted from the NHDOT  <b>KPI Non-Compliance Points</b> 5 points for less than 90% processed within <b>3 days</b> 1 additional point for each additional 1% below the threshold	<b>Question:</b> (Ref: Required Performance & KPI Non-Compliance Points): The timeframe in "Required Performance" (i.e., 1 day) conflicts with timeframe provided in "KPI Non-Compliance Points" (i.e., 3 days). Will NHDOT please confirm the requirement is 3 days?	This shall be corrected to indicate that it is for 1 day not 3 days.  The RFP language will be formally modified in Addendum #1.	1/22/2015	Addendum #1 (#22 & #23)
114	Table C-10: Key Performance Indicators - Operations  <b>IMAGE REVIEW:</b> <b>ITEM B</b> /p134	<b>Required Performance</b> 100% of all images identified for manual image review to be <b>processed in 3 days</b> from the date the images are received at the BOS.  <b>KPI Non-Compliance Points</b> 5 points for less than 100% <b>processed within 7 days</b> 1 additional point for each additional 1% below the threshold	<b>Question:</b> (Ref: Required Performance & KPI Non-Compliance Points): The timeframe in "Required Performance" (i.e., 3 days) conflicts with timeframe provided in "KPI Non-Compliance Points" (i.e., 7 days). Will NHDOT please confirm the requirement is 7 days?	This shall be corrected to indicate that it is 3 days not 7 days.  The RFP language will be formally modified in Addendum #1	1/22/2015	Addendum #1 (#22 & #23)
115	Table C-10: Key Performance Indicators - Operations  <b>STATEMENTS, BILLS, AND NOTICES:</b> <b>ITEM C</b> /p135	<b>c. Required Performance:</b> Noticing of credit card, ACH, cash/check replenishment and payments within 1 day of reaching replenishment or low balance threshold.	<b>Question:</b> (Ref: Required Performance): It would be expected that this would be a system function. What is the current monthly volume for replenishment notices generated by the operations team?	Item C has been updated. This is only intended to be applicable to noticing customer who are not setup for auto replenishment.  The RFP language will be formally modified in Addendum #1.	1/22/2015	Addendum #1 (#22 & #23)

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
116	Table C-10: Key Performance Indicators - Operations  <b>REPORTS AND RECONCILIATION:</b> <b>ITEM D</b> /p135  and  <b>STATEMENTS, BILLS, AND NOTICES:</b> <b>ITEM C</b> /p135	<b>d. Required Performance:</b> Request credit card and ACH replenishment and payments <b>within 1 day</b> of reaching replenishment threshold OR issue replenishment and payment notice to cash/check Customers within one day of reaching replenishment threshold.	<b>Question:</b> (Ref: Required Performance): Please clarify the difference between this requirement and the requirement for "STATEMENTS, BILLS, AND NOTICES" Item C.	See response to Item #115. This has been deleted from Reports and Reconciliation, modified and inserted as a new Item C under Statements, Bills, and Notices  The RFP language will be formally modified in Addendum #1.	1/22/2015	Addendum #1 (#22 & #23)
117	Table C-10: Key Performance Indicators - Operations  <b>REPORTS AND RECONCILIATION:</b> <b>ITEM F</b> /p135	<b>Required Performance:</b> 100% of the operational reports are accurately submitted to NHDOT within <b>10 days</b> of period end (including KPI reporting)  <b>Measurement:</b> Number of hours in excess of <b>24 hours</b> to produce accurate reports  <b>KPI Non-Compliance Points:</b> 5 points per day for each report in excess of threshold	<b>Question a:</b> (RFP Ref: <b>Measurement</b> ): Will NHDOT please clarify when the 24 hour timeframe begins, i.e. is it 24 hours after the 10 days after period end?  <b>Question b:</b> (RFP Ref: <b>Measurement</b> ): For consistency in the timeframe references for Item F, will NHDOT consider revising the measurement language to "Number of days in excess of threshold to produce accurate reports"?	This has been corrected. The timeframe shall be for each Calendar Day exceeding the 10 day period.  The RFP language will be formally modified in Addendum #1.	1/22/2015	Addendum #1 (#22 & #23)
118	Appendix C-1.5.8.2 /134	<b>Key Performance Indicators</b>  <b>Image Review -</b> d. 95% of all manual image review "reason codes" are assigned correctly to the image	Will NHDOT please clarify these "reason codes"?	To clarify, "Reason Code" and "Reject Code" are used interchangeably throughout the RFP. In either case the term relates to the code assigned to an image indicating the reason it was rejected or not processed.	1/22/2015	
119	130-137	C-1.5.8.2	What architecture does HNDOT envision, active-active; or active passive? The architecture will determine the maximum availability threshold achievable, and also price.	The NHDOT is not specifying the architecture, only the requirements. It up to the vendors ability and judgment to define an architecture that can meet the requirements.	1/22/2015	

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
120	C-1.5.8.3 "Deduction for Non-Compliance" /p137	Entire section	<p><b>Quesiton a:</b> Will the State consider including a cap to the deductions for non-compliance at a certain percentage of the contract price, such as 10%?</p> <p><b>Question b:</b> Will the State consider including a clarification that such deductions are not in addition to actual damages, and that the remedy is sole and exclusive?</p>	<p>Question A: There will not be a cap on deductions for non-compliance.</p> <p>Question B: Deductions for non-compliance may be assessed in addition to actual losses. The NHDOT however reserves the right to waive any such deductions and or damages (i.e. loss revenue) at its sole discretion.</p>	1/22/2015	
121	Appendix C-1.5.8.3 / 137	<p><b>Deduction for Non-Compliance</b> No KPI non-compliance points shall be assessed by NHDOT in respect of any failure to meet a KPI where such failure is the direct result of an excluded event, such as Force Majeure or other specific event. The Contractor shall notify NHDOT in advance or immediately upon determining that they believe an Excluded Event has occurred and shall impact KPI compliance. Failure to notify NHDOT may result in assessment of KPI points.</p>	What is meant by Excluded Event?	This is intended to mean an event which was out of the Contractors control.	1/22/2015	
122	C-1.5.8.3 / pg. 137	<b>C-1.5.8.3 Deduction for Non-Compliance</b>	In order for bidders to avoid assuming excessive risk, which could translate into more expensive pricing for the State, we suggest a cap on the overall monthly KPI deductions (we suggest 5% of the Contractor's O&M compensation for the reporting period).	See response to Item# 120, Question A.	1/22/2015	
123	C-1.5.8.3 Pg 138	Table C-11 Deductions for key compliance From Contactors Monthly Invoice	Given the large number of stated performance indicators, and the high number of non-compliance points that are assigned to many of them, we believe it would be possible to easily accumulate 100 points over the period of a month without there being any true negative impact to the NHDOT or its customers. Despite there being no impact, the contractor would be subject to an invoice deduction of 2.5%. As profit margins on these projects is typically in the 8-12% range, that assessment would amount to roughly 25% of the contractors earnings for the month. Will NHDOT please consider adjusting the assigned percentages such that deductions do not begin until a minimum of 100 points are assessed in a given month?	The NHDOT unfortunately must decline this request.	1/22/2015	

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
124	C-1.5.8.3/ Table C- 11 / 138	KPI Non-Compliance Points for the Reporting Period 100 to 200	Should the range be from 101 to 200 (rather than 100 to 200) considering the pattern of the previous ranges?	That is correct.  The RFP language will be formally modified in Addendum #1.	1/22/2015	Addendum #1 (#25)
125	C-1.5.9 pg 138	Back office Processing Center item # 8	This item appears to allow NHDOT to alter call center staffing levels. It is common practice to have customer service agents perform additional/other duties during off-peak hours so reductions in staff could lead to lack of manpower necessary to complete other tasks. Since the compensation structure is not based on labor rates or headcount, will NHDOT please clarify how the contractor will be compensated in the event NHDOT elects to alter the staffing levels?	This requirement has been deleted.  The RFP language will be formally modified in Addendum #1.	1/22/2015	Addendum #1 (#26)
126	C-1.5.10 Call Center / 139	The Contractor shall provide the personnel required to operate the Call Center.	Will NHDOT provide either 1)the number of simultaneous CSRs required or 2) the specified maximum number of incoming and outgoing automatic calls and average call duration during the peak hour?	1) - There is no set requirement for the number of CSR's. Further there is no set requirement related number of or quantity of staffing. Operations of the back office as it relates to staffing is at the Contractor's discretion. 2) - Provided as attached are several reports detailing recent historical operational statistics. - Nov 2014 Monthly Ops Reports - WIC Analysis FY 2014 - WIC Analysis FY 2015  These will also be included as an additional RFP Exhibit 12 & 13 with Addendum #1.	1/5/2015	Addendum #1 (#47)
127	C-1.5.10 Call Center / 139	The Contractor shall provide staff to handle peak and high call volume periods through the term of the Contract and meet the performance criteria.	Will NHDOT provide average talk time when handling customer calls for both General and Violation calls?	This has been provided as Exhibit 17 to the RFP with Addendum #1.	1/22/2015	Addendum #1 (#47)

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
128	C-1.5.10 Call Center / 139	The Contractor shall provide staff to handle peak and high call volume periods through the term of the Contract and meet the performance criteria.	Will NHDOT provide the monthly total calls abandoned?	See response to Item #127. This has been provided as Exhibit 18 to the RFP with Addendum #1.	1/22/2015	Addendum #1 (#47)
129	c-1.5.10.2 pg 139	Paragraph 4	This section indicates that NHDOT will evaluate only the base bid for the purpose of making an award selection with NHDOT then having the option to exercise the optional bid. Since locating the CSC in-state will likely be more costly than utilizing an existing facility, this would appear to put those firms whose base bid is to place the facility in the State at a disadvantage when they are compared against another bidder's off-site pricing. Will NHDOT please consider scoring both the base bids and any optional bids at the same time for the purpose of selection?	Optional bids for an in-state CSC will not be considered as part of the Cost scoring. However proposers are welcome to propose an in-state solution as a base bid and further there is no obligation or requirement to provide any optional bid (i.e. in-state).	1/22/2015	
130	c-1.5.10.2 pg 139	Paragraph 4	Will NHDOT please consider adding language to the price instructions to firms electing to propose an on-site CSC facility as an optional bid must also submit a price proposal inclusive of all services with the option such that NHDOT has uniform bids for the purpose of evaluation and award?	Price Sheets for the In-State CSC Optional Bid will be provided with Addendum #1.  Firms wishing to submit an optional bid in addition to the base bid must complete the Optional Price Sheet Form in its entirety.  <b>ALL Proposers must complete the Base Bid Price Sheets (Form 7).</b> If a Contractors proposal is only for an in-state CSC then this shall be proposed as the Base Bid.	1/22/2015	Addendum #1 (#44)
131	C-1.5.10.4 Languages Serviced / 140	The Contractor shall provide call center and WIC services in English.... The Contractor shall also support the following languages however these may use a certified translation service or language line: • Spanish • Portuguese • French • Mandarin • Nepali	Will the certified translation service be accessible by phone from the WICs and call center?	The translation service is only required for customers which call-in to the service center. However CSR and or WIC staff accessibility to translation services is preferred.	1/5/2015	



Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
132	C-1.5.10.4 / 140	<p><b>Languages Serviced</b></p> <p>The Contractor shall also support the following languages however these may use a certified translation service or language line:</p> <ul style="list-style-type: none"> <li>• Spanish</li> <li>• Portuguese</li> <li>• French</li> <li>• Mandarin</li> <li>• Nepali</li> </ul> <p>The System shall accept and process calls from hearing impaired phone systems.</p>	Will NHDOT please provide the number of calls received for each of the languages for the last 12 months?	This has been provided as Exhibit 15 to the RFP with Addendum #1.	1/22/2015	Addendum #1 (#47)
133	C-1.5.10.5 Interactive Voice Response (IVR) System / 140	The Contractor shall provide an IVR System which shall serve as a means for tracking and routing calls and providing self-service options during and after call center hours.	Will NHDOT provide either 1) the number of IVR ports required or 2) the specified maximum number of incoming and outgoing automatic calls and average call duration during the peak hour?	<p>Provided as attached are several reports detailing recent historical operational statistics.</p> <ul style="list-style-type: none"> <li>- Nov 2014 Monthly Ops Reports</li> <li>- WIC Analysis FY 2014</li> <li>- WIC Analysis FY 2015</li> </ul> <p>These will also be included as an additional RFP Exhibit 12 &amp; 13 with Addendum #1.</p>	1/5/2015	Addendum #1 (#47)
134	C-1.5.10.4 / 140	<p><b>Languages Serviced</b></p> <p>The Contractor shall provide call center and WIC services in English.</p> <p>Written forms and other customer service material shall be provided in English.</p> <p>The Contractor shall also support the following languages however these may use a certified translation service or language line:</p> <ul style="list-style-type: none"> <li>• Spanish</li> <li>• Portuguese</li> <li>• French</li> <li>• Mandarin</li> <li>• Nepali</li> </ul> <p>The System shall accept and process calls from hearing impaired phone systems.</p>	The RFP states that the call center, WIC, written forms, and customer service material shall be provided in English. But then it goes on requiring support for Spanish, Portuguese, French, Mandarin, and Nepali. Please clarify what material will be provided in English, and what are the requirements for other language support.	See response to Item# 131. Printed material is only required to be in English.	1/22/2015	

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
135	Appendix C-2 / 143	<b>Warranty</b>	We are wondering to which extent this section C2 is applicable as it does not seem entirely consistent with the supply of a service as required by this contract which should meet the SLAs and delivery requirements of NHDOT rather than warranty requirements. Please explain. Same question relates in particular to Appendix H-25.8 Warranties.	<p>The warranty language is standard NH State and DOT language and will remain as stated.</p> <p>For clarification:</p> <p>Appendix C-2 shall be changed from "Final Acceptance" to "Final System Acceptance".</p> <p>Appendix H-25.8 shall be changed from "Final Provisional Acceptance" to "Final System Acceptance".</p> <p>The RFP language will be formally modified in Addendum #1.</p>	1/22/2015	Addendum #1 (#27)
136	C-4.2 Project Phases & Milestones / 156	Phase III – Data Migration, Transition & Go-Live – Phase III shall involve the Contractor's data migration efforts and transition (Go-Live) to the new BOS and operations. Phase III shall culminate in the successful completion of all data migration and related testing, Go-Live Readiness Assessment, Transition and Go-Live.	Will it be possible to turn off all back office systems (current and new systems) during 24 hours for final migration purposes prior to operations commencement day?	Please refer to Appendix C-4.6.2 Implementation Schedule and Limited Service Outage for details regarding system downtime/outages/limited services during transition.	1/5/2015	
137	C-4.2.1 / 156	Contractor fails to meet the Phase IV Milestone date and further fails to achieve Phase IV by September 30, 2016 the Contractor shall be responsible for all costs	What is the current monthly Back Office cost?	<p>Provided as attached are the last 12 Monthly Back Office Costs. This will be included as Exhibit #13 with Addendum #1.</p> <p>PLEASE NOTE that this is being provided for informational purposes per request. In such event the Contractor incurs costs to sustain operations under the legacy system beyond the September 30, 2016 deadline these costs are the full responsibility of the Contractor and further NHDOT makes no representation, commitment or limit to these costs.</p>	1/5/2015	Addendum #1 (#47)
138	C-4.2.1 / 156	Failure to achieve go live milestone	Please clarify that the liability to be charged will be the difference between what the current contractor will charge and what would have been due to the new contractor.	<b>To be clear. The new Contractor will be fully responsible and liable for any costs associated with maintaining the current system provider, the operations or any other necessary resources to sustain the E-ZPass back office operations when failing to achieve go live milestone. Further the NHDOT will not be responsible or liable to compensate the new Contractor for any such costs incurred when failing to achieve the go live milestone.</b>	1/22/2015	
139	C-4.2.1 "Failure to Achieve Go-Live Milestone" /p156	"Additionally, NH DOT may withhold and/or not pay any on-going operations payments if the Contractor fails to complete the full delivery of the BOS."	<p>Will the State consider the revision of this provision as follows?:</p> <p>"Additionally, NHDOT may withhold any on-going operations payments of the Contractor fails to complete full delivery of the BOS, until such completion occurs."</p>	The NHDOT must respectfully decline this request for modification.	1/22/2015	

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
140	C-4.5.1 / 158	Project Deliverables/General: Unless otherwise noted or instructed by NHDOT document deliverables require a draft, final draft and final submission with time (minimum 15 Business Days) allocated for NHDOT review and approval of each deliverable (draft, final draft and final).	Item 3 (Final Project Management Plan) is due 30 Days from NTP (June 2015, per Section 2-Schedule of Events).  Item 5 (Requirements Trace Document) is due 60 Days from NTP).  Would NHDOT please consider extending the above Estimated Due Dates in view of NHDOT's minimum review and approval timeframe of 45 business days per Subsection C-4.5.1?			
141	C-4.5.1/ 158 and Table C-13/160	.. document deliverables require a draft, final draft and final submission with time (minimum 15 Business Days) allocated for NHDOT review and approval of each deliverable (draft, final draft and final). [from page 160:The exact schedule for deliverable submissions shall be determined by the Contractor's overall schedule as approved by NHDOT.	Taking one example from Table C-13, Item 6, Business Rules Document requires a draft 75 days from NTP and a final Business Rules Document at 120 Days after NTP. However, with 15 business days to review each draft and final draft, the contractor will have about 3 calendar days for two revisions, if NHDOT takes the maximum allocated time for their review since 75+42 (15 business days =21 days x 2 reviews)=117. Will NHDOT consider shortening each review period to 10 business days since NHDOT has three review periods before accepting the document? Or does NHDOT prefer the contractor extend the "Estimate Due Date" as implied by the sentence quoted from the bottom of page 160 (...exact schedule...)?	Provide as attached is a revised Table C-13 which has been modified to allow greater flexibility to the Contractor in scheduling of deliverables and milestones. The delivery/due dates are now based on project phases where the Contractor may propose specific due dates within each of the specified project phases.  Further: - Draft submittals shall allow for a 15 business day NHDOT review. - Final Draft submittals shall allow for 3 business day NHDOT review. - Final submittals will still be reviewed for approval and subsequent payment but not subject to the 15 business day NHDOT review.  The RFP language will be formally modified in Addendum #1.	1/5/2015	Addendum #1 (#28)
142	Table C-13 / 160	Summary of Major Deliverables	For consistency, please clarify whether the Estimated Due Dates in this summary are in "business days" or in "calendar days".			

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
143	Table C-13 / 160	Summary of Major Deliverables	<p>Item 3 (Final Project Management Plan) is due 30 Days from NTP (June 2015, per Section 2-Schedule of Events).</p> <p>Item 5 (Requirements Trace Document) is due 60 Days from NTP).</p> <p>Would NHDOT please consider extending the above Estimated Due Dates in view of NHDOT's minimum review and approval timeframe of 45 business days per Subsection C-4.5.1?</p>			
144	Table C-13 / 160	id. / ibid.	Item 4 (Final Implementation and Transition Plan) in Table C-13 defines estimated due date as 75 days prior to the start of implementation - however, the term implementation is defined as "The process for making the system operational" - which is a somewhat vague definition. In addition, the term implementation is not found at all within the identification of the four phases of the project found on page 156 -- Table 3-12. Can a more specific deliverable be identified on which to tie the schedule of Item #4?	<p>Item #4 - Implementation &amp; Transition Plan is described in detail in Appendix C-4.6.</p> <p>The term "Implementation" is used in conjunction with the term "Transition". Implementation/Transition shall occur during Phase III as indicated in Appendix C-4.2</p>	1/5/2015	
145	Appendix C-4.2 / 155  Table C-13 / 160	<p><b>Project Phases &amp; Milestones</b></p> <p>Phase II - Development &amp; Testing - Completion of Phase II shall culminate in successful completion of the Integration and Commissioning Testing.</p> <p>Item No. 25 - Interface &amp; Commissioning Test Completion</p>	<p>We noticed in the RFP that 'Integration and Commissioning Testing' is repeatedly used, but Table C-13 shows 'Interface &amp; Commissioning Test'.</p> <p>Will NHDOT please:</p> <p>(a) Confirm if these should be considered as having the same scope</p> <p>(b) Clarify which one should be used.</p>	The two terms mean the same thing. For consistency the term "Integration and Commissioning" shall be used. The RFP language will be formally modified in Addendum #1.	1/22/2015	Addendum #1 (#29)
146	C-4.6.4 / pg. 163	<p><b>C-4.6.4 Acquisition/ Installation/Setup of Equipment, Materials, Assets, and Facilities</b></p> <p>The Contractor shall make all necessary arrangements for acquisition, installation, and setup of all equipment, materials, assets, and facilities required for continued E-ZPass operations. The Contractor shall submit the final Bill of Materials (BOM) for approval.</p>	Please confirm that on this contract for services, some of which may be located out-of-state (i.e. Call Center) that the only assets that the NHDOT will own at the end of the contract are those at the State owned Nashua Service Center. If this is not the case, please explain what assets the NHDOT intends to own and what is to be included on a Bill of Materials (BOM).	See response to Item #85.	1/22/2015	
147	C-4.6.5 pg 163	Establishment of Required agreements with sub-contractors / suppliers	To the extent possible, will NHDOT please provide a list of the current sub-contractors / suppliers along with the service or commodity provided?	<p>The only applicable contract NHDOT holds is with Citizens Bank of which Loomis Armored Car services are subcontracted through.</p> <p>Any other services are subcontracts to the current back office provider.</p>	1/22/2015	
148	C-4.8 / 170	The Contractor shall provide full and complete migration of data from the legacy system to the new system. Full and complete migration shall mean all data, including but not limited to, E-ZPass transactions and trips, financial data, account data, etc.	What is the total size (in TB) of data to be migrated?	The total size will be somewhat contingent on the final data migration design. However per the draft Data Migration Scope of Work and ICD submitted as an Addendum item an allowance of 4 TB has been assumed to accomodate Xerox's efforts. See Exhibits 10 and 10A.	1/22/2015	Addendum #1 (#47)

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
149	C-4.9.1 / 176 and C-4.9.2 / 177	Lists of Testing	The lists of testing in the two sections do not match. C-4.9.1 #4, Go-Live Readiness Assessment Testing is missing from C-4.9.2. Please advise.	For clarification - Go-Live Readiness Assessment is not a specific test to be performed. It has been included in the testing section to indicate its significance as a major milestone within the overall testing.	1/22/2015	
150	C-4.9.2 #c / 176 and subsequent sections	Data Migration Testing	There are a number of tests that must be included in the Master Test Plan and the requirements for each of these tests is listed in the subsequent sections with the exception of Data Migration Testing. Please provide Data Migration Testing requirements.	Understanding that the data migration is a significant effort under this project it has been separately defined under Appendix C-4.8. Specific testing beyond what has been specified for data migration is at the discretion of the Contractor as it may be contingent on their data migration approach.  With this in mind the Master Test Plan is expected to include some high level discussion of the data migration testing efforts however the specific details, test plan, scripts, etc. related to data migration are expected to be included with the Data Migration Plan as specified in the RFP.	1/22/2015	
151	C-4.9.4 / 180	NHDOT reserves the right, at its sole discretion, to determine if the System, any associated services, component, or sub functions are operationally ready. In the event that NHDOT deems any particular element to be in non-compliance, it may direct the Contractor to proceed with System operations while excluding the said non-compliant element. Any cost and or effort associated with deferral of any such element shall be the responsibility of the Contractor.	The Pass/Fail Criteria will be defined in the approved Master Test Plan. The criteria will be objective. How can this reconcile with the concept of NHDOT's sole discretion?	Although specific pass/fail criteria may be defined and agreed to during the development of the Master Test Plan and scripts there may be the potential where the majority of test items or cases 'pass' however some may 'fail'. In some cases this may still indicate an inability of a function to which the NHDOT reserves the right to determine if the system is in compliance.	1/22/2015	
152	C-5.1.2 Disaster Recovery Plan / 183	The DR Plan shall include, at a minimum, the implementation of a back-up system site with full database replication at a different geographic region from where the Contractor's primary operations environment is located.	May the back-up system site work in a degraded mode in case of a disaster at the main site or must the back-up system operate with the same performance as the primary site?	Please refer to Appendix C-5.1.3 Operations Recovery Performance Requirements	1/5/2015	
153	C-6.3 "Suspension of Operation Requirements" /p187	Entire section	Will the State confirm that in the case of a termination for default, Section C-6.3 applies only after the expiration of the Cure Period specified in H-25.10.1?	Yes this is correct	1/22/2015	
154	Appendix C-6 / 186	<b>End of Contract Term Transition</b>	3rd party software (including COTS software) cannot typically be assigned in this manner. To which extent is it possible to introduce some flexibility in this provision to address the above constraint?	This is not intended to cover transition of 3rd party software but rather transition of operations and data migration support.	1/22/2015	
155	D-4.7 #5 / 193	Media design and production	Would the Department please elaborate on what media design and production is required?	This is related to the branding of the reload cards.	1/22/2015	
156	D-4.6 bullets 6 and 7 193	Entire requirement.	Both bullets show the same text. Please confirm that this is just a repetition mistake and no text was left out.	Yes. This is a duplicate bullet and can be omitted.	1/22/2015	

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
157	D-4.9 Bullet 3 / 194	Provide examples, demonstration or video of a user accessing: images, notes, financial and non-financial history and violation information, etc.	Please provide information on how the proposer is to provide a demonstration or a video and/or what types of examples and where they are to be provided in the proposal response.	For clarification neither a demonstration or video are to be provided as part of the proposal. The Contractor may still provide examples such as photos, screenshots or other graphics to support the proposal.	1/22/2015	
158	Appendix E-1.1.2 "Financial Strength" /p201 and 4.18 "Proposal Organization" /p21	(E-1.1.2) Entire Section  (4.18) "Technical Proposal Page Limit Applicability (table)"	In reference to 4.18 "Technical Proposal Page Limit Applicability" (table-p22), Section V: "Corporate Qualifications" is part of the 75-page limitation, which includes Proposers' response to E-1.1.2 "Financial Strength". However, for large corporations annual audited financial statements can be 200+ pages.  <b>Question a:</b> Please confirm that requested financial information is not included in the 75 page limitation.  <b>Question b:</b> Due to the anticipated volume of pages required to provide 2 audited financial statements and the most recent un-audited quarterly financial statement, will NHDOT please allow Proposers to submit financial statements electronically on a CD or USB thumb drive, instead of in the form of a printed copy?	Question A: Correct, the financial information is not included as part of the page limit count.  Question B: Financial statements may be submitted electronically on CD or USB. The RFP language will be formally modified in Addendum #1.	1/22/2015	Addendum #1 (#31)
159	E-1.1.2 / 201	Financial Strength Provide at least one of the following: 1. The current Dunn & Bradstreet report on the firm; or 2. The firm's two most recent audited financial statements; and the firm's most recent un-audited, quarterly financial statement; or 3. The firm's most recent income tax return. For example, either a copy of the IRS Form 1065, U.S. Return of Partnership Income or Schedule E (IRS Form 1040) Supplemental Income and Loss (for partnerships and S corporations) OR IRS Form 1120, U.S. Corporation Income Return.	Will NHDOT allow proposers to place its financial statements as an attachment or as a softcopy? Each annual report will be over 100 pages, thus exceeding the 75 page limit for the submission.	See response to Item #158.	1/22/2015	
160	E-1.1.2 / pg. 201	<b>E-1.1.2 Financial Strength</b>	Please confirm that Financial Statements are allowed to be submitted as an Appendix and do not count towards page restrictions?	See response to Item #158.	1/22/2015	
161	Appendix E-1.1.3 Litigation/p202 and 4.18 "Proposal Organization" /p21	(E-1.1.3) "Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status, and if available, outcome of each matter."  (4.18) "Technical Proposal Page Limit Applicability (table)"	In reference to 4.18 "Technical Proposal Page Limit Applicability" (table-p22), Section V: Corporate Qualifications is part of the page limitation which includes the response to E-1.1.3 "Litigation". However, for large corporations to identify and describe claims for the past 10 years across all business lines could consume many pages.  <b>Question a:</b> Please confirm that the requested litigation information is not part of the page count.  <b>Question b:</b> Will NHDOT please consider changing this requirement to identify all claims specific to the tolling industry?	Question A: Correct, litigation information is not part of the page count.  Question B: Must include all claims regardless of industry or trade. The RFP language will be formally modified in Addendum #1.	1/22/2015	Addendum #1 (#32)

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
162	E-1.1.3 / 202 E-1.1.4 / 202 Form 2 Form 3	Forms vs. Narrative Responses	These sections require narrative responses that correspond to required forms. Please clarify if NHDOT wants both the narrative AND the form or whether the forms can be used to satisfy the section requirements. If forms can be utilized in the narrative sections, should the forms also be included in proposal section VII - Forms? As follows: E-1.1.3 Litigation & Form 2 E-1.1.4 Contractor References & Form 3	For clarification forms shall be completed in addition to narrative responses.	1/22/2015	
163	E-1.1.3 / pg. 202	<b>E-1.1.3 Litigation</b> Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.	Please confirm that contractors should use Form 2 to answer this requirement. Please also confirm that Form 2 should go into Response Section VII, Forms and shall not count towards the page restriction. Similarly please confirm that items contained in E-1 that do not have page limits will not be subject to page limits in the response, such as E-1.1.2, E-1.1.3, E-1.1.5.	See response to Item #162.	1/22/2015	
164	Appendix F: Price Proposal Instructions / pg. 207	<b>Pass Through Cost Sheet</b> Pricing shall be projected out annually over the initial term of the contract (Tab 6 of the Price Forms).	The Excel spreadsheet (Tab 6 of Form 7, Pricing Worksheets) requires a single monthly unit price for each of the pass through items and does not permit the Contractor to provide individual pricing for each year of the initial contract period. In other words, years two through five have the same pricing as year one (the spreadsheet does not allow bidders to change). Is this approach the State's intention?	The Price Sheets have been revised to allow for individual unit pricing per year.  The Price Sheets (Form 7) will be formally modified in Addendum #1.	1/22/2015	Addendum #1 (#44 & #45)
165	Form 7, Pricing Worksheets	Tab 1, Cost Summary and Tab 6, Pass Thru Costs	Tab 6, Pass Thru Costs indicates that pass through costs will not be included in the price proposal score (row 16). However, it is noted that the pass through costs are included in the computation of TOTAL CONTRACT PRICE in Tab 1, Cost Summary. Please clarify that the price proposal score will be based on the TOTAL DEPLOYMENT AND OPERATIONAL COSTS line item. Furthermore, please clarify that the contract will not be capped with the estimated pass through costs included.	For clarification the Price Proposal score will be based on the Project Delivery Costs and the Operational Costs as identified in Sheet 1 - Cost Summary.  For clarification there is no cap on the pass through costs.	1/22/2015	
166	Form 7, Pricing Worksheets	Tab 4, End of Term Transition	Should Contractors calculate their costs for the End of Term Transition occurring at the end of the initial contract period (est. FY 2021 - 5 years) and provide pricing in 2021 estimated dollars? Or, are figures to be shown in 2015 dollars which will be escalated by a Consumer Price Index (CPI) each year of the contract?	All figures shall be represented in 2015 dollars. Unless otherwise stated escalation shall only be applied after FY 2021.	1/22/2015	
167	Form 7, Pricing Worksheets	Tab 7, Labor Rates	We suggest that NHDOT removes the column entitled "STAFF NAME". Some of line items, for example "Customer Service Representative 1", may change or would be unknown and/or the work could be performed by multiple individuals.	For clarification, personal staff names do not need to be provided and is at the Contractor's discretion.  The Price Sheets (Form 7) will be formally modified in Addendum #1.	1/22/2015	Addendum #1 (#44 & #45)
168	Form 7, Pricing Worksheets	Tab 7, Labor Rates	Since the RFP is not structured as a cost plus contract, we suggest that the State combines the columns "Direct Hourly Rate" and "Fully Burdened Hourly Rate" into one column entitled "Billable Rate".	Only a fully burdened or 'loaded' rate shall be required.  The Price Sheets (Form 7) will be formally modified in Addendum #1.	1/22/2015	Addendum #1 (#44 & #45)
169	F-1 pg 207 Form 7; Sheet 7	Direct Labor Rates	This section requires bidders to provide W2 wage information for specific employees along with associated burden rates. This includes positions for which there will be multiple staff members such as CSRs and Supervisors. As this project is not for professional services and overhead rates are not subject to prior approval and given that the specific employees are likely to change over the term of the contract, will NHDOT please revise this section to require only a fully loaded hourly bill rate by position title?	See response to Item #168.	1/22/2015	Addendum #1 (#44 & #45)

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
170	Appendix H-4 / 216	<b>4. CONDITIONAL NATURE OF AGREEMENT.</b> Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination.	In this section, only the State is entitled to terminate the Agreement in case of lack of appropriation of funds. If we read this section in conjunction with section H-25.10.1 Termination for Default (In the event of default by the State, the Contractor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days), the Contractor would be deprived of any termination for payment default on this ground. Therefore, it is our analysis there is a miss here and we kindly ask you to provide with additional language covering the following two aspects: (i) the Contractor is informed without delay by the State that there is no fund anymore; and (ii) an additional termination event is inserted allowing the Contractor to terminate the Contract. We kindly ask you to clarify what would be the compensation regime in that case as the Contractor would be exposed to unavoidable costs.	The NHDOT must respectfully decline this request for modification.	1/22/2015	
171	5. "Contract Price /Price/Price/ Limitation/ Payment" /p216	5.3 /p217	Will the State consider the elimination of the right to offset in the reference section?	The NHDOT must respectfully decline this request for modification.	1/22/2015	
172	5. "Contract Price /Price/Price/ Limitation/ Payment" /p216	5.4 /p217	Will the State consider including a clarification that the above provision does not apply to changes approved by the State, Force Majeure events, including changes in applicable law and Government acts?	The NHDOT must respectfully decline this request for modification.	1/22/2015	
173	Appendix H, 6.3 / 217	<b>Compliance by Contractor with Laws and Regulations / Equal Employment Opportunity</b>	Will this contract be funded in any part by moneys of the U.S.? Will the contractor be required to comply with the provisions of Executive Order 11246?	This project will not be funded by federal dollars. However the Contractor shall be required to comply with Executive Order 11246.	1/22/2015	
174	8. "Event of Default/ Remedies" /p217	8.2 /p218	The provision should be revised to clarify that such actions can only be taken upon the expiration of a cure period. The Events of Default as currently defined are too broad and the failure is not qualified as causing harm/damage to the Department.  <b>Question:</b> Will the State consider the revision of the Events of Default definition to only include " <u>material</u> failure to perform the Services satisfactorily or on schedule" and " <u>material</u> failure to perform any other <u>material</u> covenant, term or condition of this Agreement"?	The NHDOT must respectfully decline this request for modification.	1/22/2015	
175	8. "Event of Default/ Remedies" /p217	8.2.1 /p218	Will the State please revise the following language of section of 8.2.1: "give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination" To read: "give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within thirty (30) days from the date of the notice; and if the event of Default is not timely remedied or the Contractor does not commence to cure the Event of Default, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination"	The NHDOT must respectfully decline this request for modification.	1/22/2015	



Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
176	8. "Event of Default/ Remedies" /p217	8.2.2 /p218	<p>Will the State please revise the following language in section 8.2.2 "give Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price that would otherwise accrue to the Contractor during the period from the date of such Event of Default shall never be paid to Contractor."</p> <p>To Read:</p> <p>"give Contractor a written notice specifying the Event of Default and suspending payments to be made under this Agreement in connection with the portion of Services affected by the Event of Default, until Contractor remedies or commences to remedy such Default"?</p>	The NHDOT must respectfully decline this request for modification.	1/22/2015	
177	Appendix H, 8.2.2 / 217	<b>Event of Default/Remedies</b>	<p>In the event of a default, 8.2.2 authorizes the State to give the contractor a notice of default suspending payments until the default has been cured. The sentence ends with language ("shall never be paid to the Contractor") that could be interpreted to authorize the State to withhold payment even after a default has been cured. Would the State consider amending section 8.2.2 as follows:</p> <p>8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall <u>not never</u> be paid to the Contractor.</p>	The NHDOT must respectfully decline this request for modification.	1/22/2015	
178	8. "Event of Default/ Remedies" /p217	8.2.3 and 8.2.4 /p218	<p><b>Question a:</b> Will the State consider the deletion of the two referenced sections?</p> <p><b>Question b:</b> As an alternative, will the State consider revising Section 8.2.3 as follows:</p> <p>"set-off against any other obligations the State may owe to the Contractor any direct damages the State suffers by reason of any event of Default"?</p>	The NHDOT must respectfully decline this request for modification.	1/22/2015	
179	9. "Data/Access Confidentiality Preservation" /p218	9.2	Will the State consider including a clarification that Contractor's pre-existing intellectual property rights are not subject to this provision?	The NHDOT must respectfully decline this request for modification.	1/22/2015	
180	13. "Indemnification" /p218	Entire section	Will the State consider the revision of the indemnity provision to only cover damages arising out of or in connection with third part claims for injury (including death) and property damage, to the proportional extent of Contractor's negligence?	The NHDOT must respectfully decline this request for modification.	1/22/2015	
181	14. "Insurance" /p219	14.1.1	<p>Will the State consider the revision of this section as follows?:</p> <p>"Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in an amounts of <del>not less than \$250,000 per claim and \$2,000,000 per occurrence.</del>"</p>	<p>This will be acceptable.</p> <p>The RFP language will be formally modified in Addendum #1.</p>	1/22/2015	Addendum #1 (#33)

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
182	14."Insurance" /p219	14.1.1 and 14.1.2	The section provides for relatively high insurance coverage limits for subcontractors. Some lower tier subcontractors may not be able to comply with such insurance requirements. Will the State please consider revising this section to acknowledge that lower tier subcontractors (a maximum annual value of their services could be established) may be subject to lower insurance coverage limits?	The NHDOT must respectfully decline this request for modification.	1/22/2015	
183	14."Insurance" /p219	14.3	Will the State consider the revision of this section as follows?:  "The certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in Block 1.9 or his or her successor, no less than <del>ten (10)</del> thirty (30) days prior written notice of cancellation or modification of the policy-, by the insurer, except for cancellation due to the non-payment of premium."	This will be acceptable.  The RFP language will be formally modified in Addendum #1.	1/22/2015	Addendum #1 (#34)
184	H-25.2 p 221 H-25.7.5 p 224	H-25.2 H-25.7.5	Would the State consider eliminating the requirement to provide subcontract terms and conditions as part of the RFP, as subcontract terms and conditions may not be fully negotiated at such time? Would the State consider including a clarification that the subcontracts will include concepts consistent with the provisions of the RFP?	The NHDOT must respectfully decline this request for modification.	1/22/2015	
185	H-25.4 / pg. 221	<b>H-25.4 State Contracts</b> The State of New Hampshire intends to use, wherever possible, existing statewide Software and hardware Contracts to acquire supporting Software and hardware. Where these differences are identified during the design process, the cost of owner supplied hardware or software shall be subtracted from the Contract value accordingly for the corresponding items.	Please confirm that any changes to the Contract value will be mutually agreed to in accordance with the Change Order Clause of the Contract? It is our understanding that the RFP is a contract for services and the State will not be acquiring any hardware and software for the contract.	The NHDOT must respectfully decline this request for modification.	1/22/2015	
186	Appendix H-25.4 / 221	<b>State Contracts</b> The State of New Hampshire intends to use, wherever possible, existing statewide Software and hardware Contracts to acquire supporting Software and hardware. Where these differences are identified during the design process, the cost of owner supplied hardware or software shall be subtracted from the Contract value accordingly for the corresponding items.	We kindly ask you to clarify what is meant by such paragraph since it may impact our price.	The NHDOT must respectfully decline this request for modification.	1/22/2015	
187	H-25.5 "Contractor Staff" /p221	Second sentence of third paragraph:  "Any such changes to the Contractor's Project Staff shall require the prior written approval of the State."	Will the State consider clarifying that in the case of changes to Key Personnel the State's consent should not be unreasonably withheld?	This will be acceptable.  The RFP language will be formally modified in Addendum #1.	1/22/2015	Addendum #1 (#35)

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
188	H-25.5 "Contractor Staff" /p221	H-25.5 Last paragraph	Reference: "Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract, at its discretion, if it is dissatisfied with the Contractor's replacement Project Staff." Would the State consider the deletion of this provision? The replacement Personnel is subject to approval by the State, a termination due to dissatisfaction with the performance of one (or more) individuals, should not give rise to the right to terminate the Contract.	The NHDOT must respectfully decline this request for modification.	1/22/2015	
189	Appendix H-25.5 / 222	<b>Contractor Staff</b> Any such changes to the Contractor's Project Staff shall require the prior written approval of the State.	We kindly ask you to modify as follows (reasonableness test): Any such changes to the Contractor's Project Staff shall require the prior written approval of the State, <b>which shall not be unreasonably withheld.</b>	This will be acceptable. The RFP language will be formally modified in Addendum #1.	1/22/2015	Addendum #1 (#35)
190	Appendix H-25.5 / 222	<b>Contractor Staff</b> Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract, at its discretion, if it is dissatisfied with the Contractor's replacement Project Staff.	We kindly ask you to modify as follows: Notwithstanding anything to the contrary <b>and subject to any applicable cure period</b> , the State shall have the option to terminate the Contract, at its discretion <b>but acting reasonably</b> , if it is dissatisfied with the Contractor's replacement Project Staff.	The NHDOT must respectfully decline this request for modification.	1/22/2015	
191	H-25.5 / pg. 222	<b>H-25.5 Contractor Staff</b> ... Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract, at its discretion, if it is dissatisfied with the Contractor's replacement Project Staff.	Will the State please confirm that such termination shall be for cause only in the event that the Contractor fails to assign Key Project Staff that meet the requirements and terms of the Contract?	Yes. This would be termination for cause.	1/22/2015	
192	Appendix H-25.6 / 222	<b>Change Orders</b> The State may make changes or revisions at any time by written Change Order. Within five (5) business days of a Contractor's receipt of a Change Order, the Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Project Management Plan.	We kindly ask you to modify as follows: The State may make changes or revisions at any time by written Change Order. Within five (5) business days of a Contractor's receipt of a Change Order <b>or within any longer time period as may be reasonably needed</b> , the Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Project Management Plan.	The NHDOT must respectfully decline this request for modification.	1/22/2015	
193	H-25.6 / pg. 222	<b>H-25.6 Change Orders</b> The State may make changes or revisions at any time by written Change Order. Within five (5) business days of a Contractor's receipt of a Change Order, the Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Project Management Plan. ...	Please consider amending the five (5) business days to thirty (30) business days to allow sufficient time to develop change order costs and analyze impacts on schedule, or project management plan.	The NHDOT must respectfully decline this request for modification.	1/22/2015	
194	Appendix H-25.7.2 / 223	<b>Software and Documentation Copies</b> The State shall have the right to copy the Software and its associated Documentation for its internal business needs.	We kindly ask you to modify as follows: The State shall have the right to copy the Software and its associated Documentation for its internal business needs in respect of the Project.	This will be acceptable. The RFP language will be formally modified in Addendum #1.	1/22/2015	Addendum #1 (#36)

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
195	Appendix H-25.9.5 / 225	<b>Intellectual Property</b> For all Software, pre-existing and developed, the Contractor shall provide a perpetual license back to the State that allows for the Bureau and DoIT use of the software and right to the Source Code. The Bureau and DoIT may maintain and/or modify the source code for the Agency's use but agrees not to sell or provide the source code to others at the conclusion of the maintenance contract or at a point to be determined by the Agency.	We doubt that granting an access to source code of the pre-existing software or of COTS software for modification purposes by the NHDOT is acceptable by subcontractors or other IT suppliers. Besides, we have some difficulty to reconcile such provision with Section H-25.16 Escrow of Code. We kindly ask you to clarify the foregoing and to ensure no right is claimed which may not be passed down to IT suppliers or subcontractors (including for COTS which are referred to in the definition of Software).	Appendix D-6 allows for the Contractor to discuss topics of and provisions for software licensing. These types of solutions need to be identified and terms specified. The specifics would be expected to be determined during contract discussion.  Please also note slight modification to the language provided under Addendum #1. The term "maintenance" shall be deleted from the last sentence.	1/22/2015	Addendum #1 (#38)
196	H-25.9.5 / pg. 225	<b>H-25.9.5 Intellectual Property</b> ... All 3rd Party software required to operate and maintain the system shall be registered in the name of the Agency.	It is our understanding that the RFP is a contract for services and the State will not be acquiring any hardware and software for the contract. Please remove this requirement.	The NHDOT must respectfully decline this request for modification.	1/22/2015	
197	Appendix H-25.9.8 / 226	<b>Email Use</b> Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal email systems" or "State-funded email systems." Contractors understand and agree that use of email shall follow State standard policy (available upon request).	We kindly ask you to provide the State Standard policy which is available upon request.	This requirement may be deleted.  The RFP language will be formally modified in Addendum #1.	1/22/2015	Addendum #1 (#39)
198	Appendix H-25.9.9 / 226	<b>Intranet / Intranet Use</b> The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).	We kindly ask you to provide the State Standard policy which is available upon request.	This requirement may be deleted.  The RFP language will be formally modified in Addendum #1.	1/22/2015	Addendum #1 (#39)
199	H-25.9.11 "Force Majeure" /p227	Entire section	Will the State consider revising this provision to grant the Contractor the right to an increase in compensation sufficient to account for any increased cost in performance or loss or damage suffered by Contractor?	The NHDOT must respectfully decline this request for modification.	1/22/2015	
200	Appendix H-25.9.11 / 227	<b>Force Majeure</b> Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.  Except in the event of the foregoing, Force Majeure events shall not include Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.	We would expect that a prolonged force majeure triggers a right for either party to terminate the Contract since the Contractor is likely to incur significant costs during a force majeure period which may become unreasonable at some stage.  We kindly ask you to clarify such aspect and insert a right to terminate after a force majeure period lasting for several continuous weeks or months.	The NHDOT must respectfully decline this request for modification.	1/22/2015	
201	H-25.9.12 Page 227	Any disclosure of the State's information shall require prior written approval of the State.	Is that possible for the Contractor to disclose State's information to its subcontractors without the prior written approval of the State? In the negative, this may be burdensome for daily management.	No change however to clarify this is meant to be applicable for entities who are not part of the project team. Subcontractors would be considered part of the Contractor's team.	1/22/2015	

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
202	H-25.9.13 "Invoicing" /p228	Entire section	<p>Given the fact that invoices are subject to the States' approval, will the State consider revising this section to include a ten (10)-day term for the State review of the invoice? An invoice not disputed or approved within ten (10) days, shall be deemed approved by the State and the Contractor should have the right to payment.</p> <p>The section should be revised to allow Contractor to suspend its performance for non payment if such non-payment extends for more than __ days.</p>	The NHDOT must respectfully decline this request for modification.	1/22/2015	
203	H-25.9.13 "Invoicing" /p228	Entire section	<p>Since the provision does not include a reference to a payment term, will the State consider a thirty (30) day payment term?</p>	The NHDOT must respectfully decline this request for modification.	1/22/2015	
204	H-25.9.16 "Records Retention and Access Requirements" /p229	Fourth paragraph	<p>Reference: "The State agrees that the books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure and profit factors shall be excluded from the State's review, unless the cost or [sic] any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors. "</p> <p>The provision appears confusing.</p> <p>Will the State please clarify which "other Services or Deliverables" are contemplated herein.</p>	This means any other services or deliverables as they relate to the Contract.	1/22/2015	
205	H-25.9.16 / pg. 229	<p><b>H-25.9.16 Records Retention and Access Requirements</b></p> <p>The Contractor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention. ...</p>	<p>FAR Subpart 4.7 applies to records generated under contracts that contain either FAR 52.214-26 or 52.215-2, and neither FAR clause is included in this contract, will the State please amend the language to delete reference to FAR Subpart 4.7?</p>	The NHDOT must respectfully decline this request for modification.	1/22/2015	

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
206	H-25.9.16 / pg. 229	<b>H-25.9.16, Records Retention and Access Requirement</b> ... The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure and profit factors shall be excluded from the State's review unless the cost or any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.	For avoidance of doubt, please delete the following words as they are not applicable to this contract: "unless the cost or any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors"	The NHDOT must respectfully decline this request for modification.	1/22/2015	
207	H-25.9.18 / 230	Contract Security/Performance Bond: The Contractor shall furnish the Agency with a Performance Bond in an amount equal to 100% of the total value of the Implementation within ten (10) business days of receipt of notice of intent to award a contract. (...) The Performance Bond shall be maintained by the Contractor in full force and effect until Final Project Acceptance.	Will the State of New Hampshire, Department of Transportation, accept an annual renewable performance bond?	A single Performance Bond shall be in place during the implementation period (Project Phases I through III) and until NHDOT issuance of Final System Acceptance.  The RFP language will also be formally modified in Addendum #1 to reflect minor clarifications regarding the Performance Bond.	1/5/2015	Addendum #1 (#40)
208	H-25.9.18 / 230	id. / ibid.	Is the performance bond to be in place for the implementation period only (from Effective Date to date of availability of the System for daily operations - Operating System), or for the whole duration of the contract (i.e., 6 years)?			
209	H-25.9.18 / pg. 230	<b>H-25.9.18 Contract Security/Performance Bond</b> The Contractor shall furnish the Agency with a Performance Bond within ten (10) business days of receipt of notice of intent to award a contract.	Since a Performance Bond is effective upon signature of the Surety, will the Agency please amend the language of this clause to allow the Contractor to furnish the Agency with a Performance Bond within ten (10) business days of receipt of the Effective Date of the Contract.	The NHDOT must respectfully decline this request for modification.	1/22/2015	
210	Appendix H-25.9.18 / 230	<b>Contract Security / Performance Bond</b> The Performance Bond shall be in a form and substance satisfactory to the Agency. The Performance Bond shall be maintained by the Contractor in full force and effect until Final Project Acceptance.	What is meant by the Final Project Acceptance? The rest of the RFP refers to the Final Acceptance at the end of the Implementation Phase.	See response to Item #135.	1/22/2015	
211	H-25.9.18 / pg. 230	<b>H-25.9.18 Contract Security/Performance Bond</b> The Contractor shall furnish the Agency with a Performance Bond in an amount equal to 100% of the total value of the Implementation. The Performance Bond shall be maintained by the Contractor in full force and effect until Final Project Acceptance. The Contractor shall extend the validity and enforcement of the Performance Bond for said periods if the agency exercises an option to extend the Contract for any additional period(s). ...	We request the Agency to amend the language of this clause to coincide with industry standards and allow the Contractor to provide an Annually Renewable Performance Bond (equal to 100% of the total value of implementation) through Final System Acceptance. After Final System Acceptance, and throughout the remaining term of the contract (Phase IV, Operations), including options, if exercised, the Annually Renewable Performance Bond would be reduced to the amount of annual operations and maintenance.	See response to Items #207 through #210.	1/22/2015	Addendum #1 (#40)

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
212	H-25.10.1 "Termination for Default" /p231	"Upon the occurrence of any Event of Default, the State may take any one, or more, or all of the following actions"	<p><b>Question a:</b> Will the State consider the elimination of the right to offset in the referenced section?</p> <p><b>Question b:</b> Will the State clarify that such actions are only available upon expiration of the Cure Period?</p>	The NHDOT must respectfully decline this request for modification.	1/22/2015	
213	H-25.10.1 "Termination for Default" /p231	H-25.10.1 (a)	<p>Reference: "(a)Unless otherwise provided in the Contract, the State shall provide the Contractor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of the notice, unless otherwise indicated within by the State ("Cure Period"). If the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity." Would the State contemplate the revision of the section above as follows: ""Unless otherwise provided in the Contract, the State shall provide the Contractor written notice of default and require it to be remedied within thirty (30) days from the date of the notice, unless otherwise indicated within by the State ("Cure Period"). If the Contractor fails to cure or commence to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies as specified in this Article H-25.10)."</p>	The NHDOT must respectfully decline this request for modification.	1/22/2015	
214	H-25.10.1 "Termination for Default" /p231	H-25.10.1 (b)	<p>Will the State consider revising this section as follows:  "give Contractor a written notice specifying the Event of Default and suspending payments to be made under this Agreement in connection with the portion of Services affected by the Event of Default, until Contractor remedies or commences to remedy such Default"?</p>	The NHDOT must respectfully decline this request for modification.	1/22/2015	
215	H-25.10.1 "Termination for Default" /p231	H-25.10.1 (c) and d)	<p><b>Question a:</b> Will the State consider the deletion of the two referenced sections?</p> <p><b>Question b:</b> As an alternative, will the State consider revising Section 8.2.3 as follows:  "set-off against any other obligations the State may owe to the Contractor any direct damages the State suffers by reason of any event of Default"?</p>	The NHDOT must respectfully decline this request for modification.	1/22/2015	
216	H-25.10.1 "Termination for Default" /p231	H-25.10.1 (e)	<p>Will the State consider the revision of this section to clarify the Contractor is only responsible for the additional reasonable cost related to the procurement of the Services from another source (i.e. the difference between the cost of the Services as agreed with the Contractor and the cost of the re-procured Services)? It would be unreasonable to expect a Contractor terminated for default to pay for the replacement Services in full.</p>	The NHDOT must respectfully decline this request for modification.	1/22/2015	

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
217	H-25.10.2 "Termination for Convenience" /p232	Entire section	Will the State consider revising the provision to allow the Contractor to recover reasonable demobilization and transition costs?	The NHDOT must respectfully decline this request for modification.	1/22/2015	
218	H-25.10.2 / pg. 232	<b>H-25.10.2, Termination for Convenience</b>	Will the State please amend the language of this clause to add that payment of wind down costs will be negotiated between the parties.	The NHDOT must respectfully decline this request for modification.	1/22/2015	
219	H-25.10.3 "Termination for Conflict of Interest" /p232	H-25.10.3: "In such case, the State shall be entitled to a pro-rated refund of any current development, support and maintenance costs."	Will the State clarify the intent of this sentence and what would be deemed "development costs"?	Development Costs shall mean any cost item included under the Sheets 2 and 3 of the Price Sheets (Form 7)	1/22/2015	
220	Appendix H-25.10.3 / 232	<b>Termination for Conflict of Interest</b>	We kindly ask you to define what is meant by a conflict of interest.	This is considered a common legal term and does not require additional explanation.	1/22/2015	
221	Appendix H-25.10.2 / 232  Appendix H-25.10.4b / 233	Termination for Convenience  Termination Procedure	In case of termination for convenience by the State, the Contractor is entitled to be paid the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated will be paid, in whole or in part, generally in accordance with APPENDIX F: PRICE PROPOSAL INSTRUCTIONS.  This compensation package is very limited in the light of the other costs and losses which the Contractor would be liable for such as: subcontractors' breakage costs, redundancy payments and any other unavoidable costs.  Therefore, we kindly ask you to explain the rationale for such stringent approach which remains beyond the Contractor's control and to provide if possible for a wider compensation regime in order to reach a fairer balance.	The NHDOT must respectfully decline this request for modification.	1/22/2015	
222	H-25.11 / pg. 233	The State: The State's liability to the Contractor shall not exceed the total Contract price set forth in the Contract Agreement.  The Contractor: The Contractor's liability to the State shall not exceed two times (2X) the total Contract price set forth in the Contract Agreement.	Will the State please amend this clause to make the liability be mutual for both the State and the Contractor not to exceed the total Contract price set forth in the Contract Agreement?	The NHDOT must respectfully decline this request for modification.	1/22/2015	
223	H-25.11.2 "The Contractor" /p234	Entire section	Will the State clarify the reference to "APPENDIX H: STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS, 25.12.14: Confidential Information?" The General Terms do not include a section 25.12.14?	This reference was incorrect and has been revised. The reference should have been "25.9.12 - Confidential Information"  The RFP language will also be formally modified in Addendum #1	1/22/2015	Addendum #1 (#42)



Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
224	H-25.11.2 "The Contractor" /p234	Entire section	Will the State consider lowering the limit of liability to 100% of the Contract price and eliminating the carve-out for indemnification obligations?	The NHDOT must respectfully decline this request for modification.	1/22/2015	
225	H-25.11.2 "The Contractor" /p234	"Subject to applicable laws and regulations, in no event shall Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages...."	Will the State consider the revision of the section above as follows?:  " In no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages ..."	The NHDOT must respectfully decline this request for modification.	1/22/2015	
226	Appendix H-25.11.2 / 234  and  Appendix H, Section 13 / 218-219	<b>The Contractor</b> Notwithstanding the foregoing, the limitation of liability shall not apply to the Contractor's indemnification obligations set forth in the APPENDIX H: STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS - Sections 13: Indemnification and confidentiality obligations in APPENDIX H: STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS, 25.12.14: Confidential Information, which shall be unlimited.  <b>Indemnification.</b> The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.	Reading Section H-25.11.2 in conjunction with Section 13, it is our understanding that the following text portion of Section 13 (" <b>The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees</b> ") may be interpreted as not limited to third party claims but could include damages that the NHDOT itself has incurred, which would render the cap on liability in Section H-25.11.2 illusory. We kindly ask you to advise and clarify the text so that the cap on liability in Section H.25.11.2 may not be circumvented by the above text portion of Section 13.  Our recommendation is to modify Section 13 as follows in order to avoid any ambiguity:  "13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, <b>as a result of and any</b> and all claims, liabilities or penalties asserted <b>by any third party</b> against the State, its officers and employees, <del>by or on behalf of any person</del> , on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement."	The NHDOT must respectfully decline this request for modification.	1/22/2015	
227	Appendix H-25.12 / 234	<b>Change of Ownership</b>  In the event that the Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to the Contractor, its successors or assigns.	To avoid hair trigger termination, we kindly ask you to provide for a carve-out whereby termination will not occur in case of any corporate M&A restructuring which does not qualify as a change of ownership per se.	The NHDOT must respectfully decline this request for modification.	1/22/2015	

Q #	RFP Section / Page #	Paragraph or Reference Language	Vendor Question	NHDOT Response	Response Date	Addendum Reference
228	Appendix H-25.13 / 234-235	<p><b>Assignment, Delegation and Subcontracts</b> The Contractor shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date.</p> <p>Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date.</p>	We kindly ask you to clarify whether or not this provision means that Appendix H must be passed down on a back-to-back basis to the subcontractors as a result of "and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date"?	The NHDOT must respectfully decline this request for modification.	1/22/2015	
229	Appendix H-25.16 / 235	<p><b>Escrow of Code</b> The proposed escrow agreement shall be submitted with the Contractor's Proposal for review by the State.</p>	<p>Would the use of NCC template be acceptable?  <a href="https://www.nccgroup.com/en/our-services/software-escrow-and-verification/escrow-agreements/">https://www.nccgroup.com/en/our-services/software-escrow-and-verification/escrow-agreements/</a></p>	This will be acceptable.	1/22/2015	
230	H-25.16 / 235	<p><b>H-25.16, Escrow of Code</b> The source code shall be released to the State if one of the following events has occurred:  d. The Contractor or its Subcontractor terminates its maintenance and operations support Services...  e. Contractor defaults under the Contract.</p>	<p>Will the State consider amending language in this clause as follows:  d. Amend to delete "or its Subcontractor".  e. Amend to say "the Contractor defaults under the Contract and fails to cure the default within the defined cure period."</p>	<p>Item d: The NHDOT must respectfully decline this request for modification.</p> <p>Item e: This will be acceptable. The RFP language will be formally modified in Addendum #1.</p>	1/22/2015	Addendum #1 (#43)
231	NHDOT Business Rule 216/ Page 8 of 19	System Accuracy, Reliability, Flexibility and Scalability	For a complete understanding of the license plate image requirements, will NHDOT provide the April 20, 2009 letter from NHDOT to ACS (CSC vendor) regarding NH & ME license plates/replacement characters?	Letter has been provided as under Addendum #1 as Exhibit 22.	1/22/2015	
232	Form 7 Price Proposal Forms - Sheet 5 Operational Costs.	Variable Monthly Price for all categories	<p>For each pricing category listed on Sheet 5 of the Price Proposal Forms, a Variable Monthly Price component is included for crossing specific quantity thresholds for the applicable price component. For example, Item A2 is the variable monthly cost for account maintenance after exceeding 350,000 accounts. This pricing item is to be based upon exceeding the threshold by a quantity of 5,000 accounts.</p> <p><b>Question:</b> For each of the variable price components, will NHDOT please confirm the Contractor will be paid the entire amount associated with the variable quantities even if it is less than the full quantity i.e. 5,000 (in the example above) or any part thereof.</p>	For clarification regarding variable unit cost payments, the Contractor will only be paid for the full amount/quantity once it has been reached. The Contractor will not be paid for partial unit quantities.	1/22/2015	
233	Exhibit 13	Monthly Ops Report	<p>Question a: Are license plate/image transactions included in ETC traffic volumes? If not please provide statistics.</p> <p>Question b: Of the 1.6m images reviewed in 2014, how many images were associated with transactions that became i-tolls for existing E-ZPass customers?</p> <p>Question c: Are all of the images reviewed on this report manual reviews?</p> <p>Question d: How many video images were accepted by OCR and passed without manual review?</p> <p>Question e: On outgoing mail, will NHDOT please provide a breakdown of item quantities that are mailed vs those that are emailed?</p> <p>Question f: Will NHDOT please provide historical statistics for check and or lockbox payment processing?</p>	<p>Question A: Yes</p> <p>Question B: Provided under Addendum #1 is Exhibit 19 which contains historical ITOLL information.</p> <p>Question C: Yes, currently</p> <p>Question D: There is no OCR at the lane/image capture level yet.</p> <p>Question E: Provided under Addendum #1 is Exhibit 20 which contains the previous years historical mail and email distribution statistics.</p> <p>Question F: This data is not available.</p>	1/22/2015	